



BAKERSFIELD CITY COUNCIL AGENDA MEETING OF DECEMBER 11, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meeting 5:15 PM

REGULAR MEETING - 5:15 PM

1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

- a. Proclamation presented to Mike Connor, Street Maintenance Superintendent for 40 years of service to the City of Bakersfield's Public Works Department.
- b. Retirement Plaque and gift card presented to Kevin Barnes, Solid Waste Director, for 25 years of service to the City of Bakersfield's Public Works Department.
- c. Presentation on Entrepreneurship by Mayor Karen K. Goh.

5. PUBLIC STATEMENTS

6. WORKSHOPS

7. APPOINTMENTS

- a. One appointment (at large) to the Fire Department Civil Service Board due to the term expiration of Thomas W. Edmonds (term expires December 31, 2019).

Staff recommends City Council determination.

- b. One appointment (at large) to the Police Department Civil Service Board due to the term expiration of Mike Payne (term expires December 31, 2019).

Staff recommends City Council determination.

- c. One appointment (at large) to the Miscellaneous Departments Civil Service Board due to the term expiration of Roy Maier (term expires December 31, 2019).

Staff recommends City Council determination.

- d. One appointment (at large) to the Kern Mosquito and Vector Control District due to the term expiration of Florn Core (term expires December 31, 2019).

Staff recommends City Council determination.

- e. One appointment (at large) to the Board of Directors of the North of the River Recreation and Park District, due to the term expiration of member Brooks Douglass, term expires December 31, 2019.

Staff recommends Council determination.

- f. Two appointments to the Bakersfield Youth Commission due to recent alternate commissioner vacancy for Ward 2 and alternate commissioner vacancy for Mayor (terms to expire on July 31, 2020).

Staff recommends Council determination.

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

- a. Approval of the minutes of the November 20, 2019, Regular City Council Meetings.

Payments:

- b. Receive and file department payments from November 8, 2019 to November 21, 2019 in the amount of \$22,357,063.77, Self Insurance payments from November 8, 2019 to November 21, 2019, in the amount of \$672,830.55, totaling \$23,029,894.32.

Ordinances:

- c. First reading of ordinance amending Title 17 of the Bakersfield Municipal Code for the purpose of regulating design standards for retail developments.

Resolutions:

- d. Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.
- e. Resolution reaffirming support for Proposition 13 and opposing a proposed statewide ballot initiative to change the current practice of assessment of property taxes.
- f. Resolution to add Area 4-204 (625 34th Street) to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report.

- g. Purchase of John Deere® mowers
1. Resolution determining that John Deere® mowers can most efficiently be obtained through cooperative procurement bidding procedures from John Deere® Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$87,000.
 2. Appropriate \$22,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase of two unbudgeted mowers.

Ward 2

- h. Sewer connection fee and McDonald Planned Sewer Area construction cost assessment for 137 Morrison Street:
1. Resolution confirming assessments for sewer connection fee and McDonald Planned Sewer Area construction cost and authorizing the collection of assessment by the Kern County Tax Collector.
 2. Agreement with Alma Lizbeth Garcia, 137 Morrison Street, to pay the sewer connection fee and construction cost through the Kern County Tax Collector.
- i. Mount Vernon Recycling Facility:
1. Resolution determining that the rental of a green waste grinder cannot be reasonably obtained through the usual bidding procedures due to an operational emergency and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$126,653.
 2. Appropriation of \$127,000 from the Refuse Enterprise Fund to the Public Works Department's Operating Budget.
 3. Agreement with Pape Machinery Co. for the rental of a green waste grinder, not to exceed \$126,653.
- j. Amendment No. 25 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.

Agreements:

Ward(s) 2, 6

- k. Agreement with Kern High School District (not to exceed \$50,000 paid to the City) for use of aquatic facilities for practice and swim meets.

Ward 1

- l. Agreement with A-C Electric Company (not to exceed \$275,000 annually) for electrical services at the Mount Vernon Recycling Facility for a one-year period, renewable annually for four consecutive one-year periods.
- m. Agreement with Soils Engineering, Inc. (\$786,225), to provide materials testing services for calendar years 2020 and 2021.

- | | | |
|--------|----|--|
| Ward 1 | n. | Final Map for Tract 6297, Phase 3 located North of Redbank Road, between South Oswell Street and South Sterling Road. |
| Ward 6 | o. | Final Map and Improvement Agreement with MG3 Partners LLC., a Delaware limited liability company (Developer) for Tract Map 6759, Unit 3, located South of Taft Highway and West of Mountain Ridge Drive. |
| Ward 6 | p. | Final Map, Improvement and Landscape Agreements with RGF Land Company, Inc., (Developer) for Tract 7261, Phase 1 located south of Panama Lane and east of Gosford Road. |
| Ward 5 | q. | Final Map and Improvement Agreement with Castle & Cooke (Developer) for Tract 7302, Unit 1 located South of Ming Ave. and East of Highgate Park Blvd. |
| Ward 5 | r. | Final Map and Improvement Agreement with Castle & Cooke for Tract 7302, Unit- 2 located South of Ming Ave. and East of Highgate Park Blvd. |
| Ward 5 | s. | Final Map and Improvement Agreement with Castle & Cooke for Tract 7302, Unit- 3 located, South of Ming Ave. and East of Highgate Park Blvd. |
| Ward 5 | t. | Final Map and Private Improvement Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7354, Unit 1 located West of Highgate Park Boulevard and South of Ming Avenue. |
| Ward 5 | u. | Final Map and Private Improvement Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7354, Unit 2 located West of Highgate Park Boulevard and South of Ming Avenue. |
| Ward 5 | v. | Agreement with Castle and Cooke California, Inc., a California corporation (\$117,000), for the purchase of real property located southwest of Ming Avenue and Highgate Park Boulevard for a domestic water well site. |
| Ward 5 | w. | Agreement with RGF Land Company, Inc., a California corporation (\$160,000), for the purchase of real property located west of Gosford Road between Panama Lane and Berkshire Road for a domestic water well site. |
| | x. | Consultant agreements to provide on-call construction inspection services for development projects and the capital improvement program during Fiscal Years 2020-21: <ol style="list-style-type: none"> 1. Agreement with McIntosh & Associates Engineering, Inc., (not to exceed \$400,000). 2. Agreement with Meyer Civil Engineering, Inc., (not to exceed \$400,000). 3. Agreement with AECOM (not to exceed \$400,000). |
| | y. | Amendment No. 2 to Agreement No. 17-202 with Applied |

LNG Technologies, LLC (\$500,000; revised not to exceed \$1,500,000; and extend the term one year) for supply of LNG fuel.

- | | | |
|--------|-----|---|
| Ward 2 | z. | Amendment No. 1 to Agreement No. 19-061 to modify the initial rent schedule and add additional requirements of the HOME program. |
| Ward 2 | aa. | Amendment No. 1 to Design Consultant Agreement No. 18-012 with AECOM Technical Services (\$13,000; revised not to exceed \$229,000) to design two storm drain lift stations located at the pistol range and the Talisman sump south of Talisman Drive. |
| | ab. | Amendment No. 2 to Agreement No. 17-193 with NV5, Inc. (\$200,000; revised not to exceed \$600,000 and extend term by one year) for "on-call" inspection services for MCI/Verizon communication project. |
| | ac. | Amendment No. 1 to Agreement No. 18-197 with CSI Services, Inc. (\$50,000; revised not to exceed \$110,000 and extend term by one year), to provide coating inspection services for Primary Clarifiers No. 5 through 8 Rehabilitation Project at Wastewater Treatment Plant No. 3 on an "on call, as needed" basis. |
| Ward 3 | ad. | Amendment No. 6 to Agreement No. 12-120 with T.Y.LIN International, for extension of time for closeout activities associated with the State Route 178 Widening Project. |
| Ward 2 | ae. | Contract Change Order No. 42 to Agreement No. 18-135 with Granite Construction (\$38,896.76; not to exceed \$35,959,745.45) for the Belle Terrace Operational Improvement Project. |
| Ward 2 | af. | Contract Change Order No.s 12 and 38 with Griffith Company for 24th Street Project (\$105,000; revised not to exceed \$28,964,113.52) for the 24th Street Operational Improvement Project. |

Bids:

- | | | |
|--------|-----|---|
| Ward 1 | ag. | Accept bid from Resource Machinery & Engineering, Ventura, California (\$151,550) for a portable 80' x 36" wide electric radial stacking conveyor for the Mt. Vernon Greenwaste Facility. |
| Ward 1 | ah. | Accept bid from Resource Machinery & Engineering, Ventura, California (\$203,120.30) for a portable belt feeder for the Mt. Vernon Green Waste Facility. |
| Ward 1 | ai. | Purchase of a sorting station for the Mt. Vernon Green Waste Facility: |

Ward 3

1. Accept bid from Ecoverse Industries, Avon, OH (\$294,935.79) for a sorting station with radial stacking conveyor and portable feed hopper.
 2. Appropriate \$129,936 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase cost of a sorting station.
- aj. Accept bid and approve contract with GSE Construction Company, Inc.(\$1,297,000), for Wastewater Treatment Plant No. 3 Primary Clarifiers 5 & 7 Rehabilitation Project.
- ak. Retaining Wall on College Avenue between Flintridge Drive and Fairfax Road.
1. Accept and approve contract with Nicholas Construction, Inc. (\$467,500), for said project.
 2. Accept and approve Encroachment Permit with East Niles Community Services District for said project.

Miscellaneous:

- al. Appropriate \$18,428.66 Firehouse Subs Public Safety Foundation grant revenue to the Fire Department Operating budget within the General Fund for the purchase of inflatable motorized rescue boat with trailer.
- am. Review and acceptance of the Fiscal Year 2018-2019 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.
- an. Fiscal Year 2018-2019 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with California Government Code §66006.
- ao. Fiscal Year 2018-2019 Annual Compliance Report for Planned Drainage Area Fees prepared in accordance with California Government Code §66006.
- ap. Fiscal Year 2018-2019 Annual Compliance Report for Planned Sewer Area Fees prepared in accordance with California Government Code §66006.
- aq. Fiscal Year 2018-2019 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.

Successor Agency Business:

Public Safety/Vital Services Measure:

Ward 2

- ar. Amendment No. 1 to Agreement No. 17-184 with Gutierrez/Associates (no change in compensation and extend the term of the Agreement) for the Baffling System Retrofit at the Existing Bakersfield Police Department Firearms Range.

9. CONSENT CALENDAR PUBLIC HEARINGS

Staff recommends conducting Consent Calendar Public Hearing and approval of items.

10. HEARINGS

Ward 3

a. Bakersfield Brentwood LP Brentwood Crossings Apartments:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of financing or refinancing the acquisition, construction, improvement and equipping of Brentwood Crossing apartments and certain other matters relating thereto.
2. Indemnification Agreement between the City and Bakersfield Brentwood LP.

Staff recommends conducting a public hearing, adoption of the resolution, and approval of the Indemnification Agreement.

11. REPORTS

12. DEFERRED BUSINESS

13. NEW BUSINESS

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Presentations 4. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 11/25/2019

WARD:

SUBJECT: Proclamation presented to Mike Connor, Street Maintenance
Superintendent for 40 years of service to the City of Bakersfield's
Public Works Department.

STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Presentations 4. b.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 11/27/2019

WARD:

SUBJECT: Retirement Plaque and gift card presented to Kevin Barnes, Solid Waste Director, for 25 years of service to the City of Bakersfield's Public Works Department.

STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Presentations 4. c.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 12/4/2019

WARD:

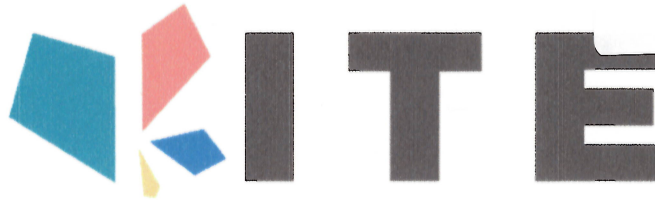
SUBJECT: Presentation on Entrepreneurship by Mayor Karen K. Goh.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
Written material submitted by JP Lake	Correspondence



KERN INITIATIVE FOR TALENT + ENTREPRENEURSHIP

Talent Metrics

"Salad Days" Population Growth (Ages 25-44)

Score: 192.1 Ranking: 172/3110 Counties

The annual average growth rate for the population ages 25 to 44 from 2002 to the latest year available.

Source: Federal-State Cooperative for Population Estimates (U.S. Census Bureau)

STEM Degree Creation (per 1,000 Population)

Score: 77.7 Ranking: 729/3110 Counties

The number of STEM degree graduates (at the bachelor's, master's and doctorate level) per 1,000 individuals from colleges and universities in the county or region.

Source: Integrated Postsecondary Education Data System

Talent Attraction Index

Score: 4.08 Ranking: 529/600 Large Counties

Rankings based on six, equally weighted metrics: Job growth; Skilled job growth; Net migration; Annual openings for skilled workers per capita; Educational attainment growth (associate degree and above); and Regional competitiveness.

Source: Emsi

Funding Metrics

Availability of Capital from All Banks

Score: 83.8 Ranking: 1758/3110 Counties

The sum of all deposits in all branches of a bank within a specified area divided by the sum of the corresponding institution deposit totals.

Source: Federal Deposit Insurance Corporation

Venture Capital Deals (Average Annual)

Score: 80.5 Ranking: 548/3110 Counties

The total number of venture capital deals, scaled by the region's average GDP.

Source: Thomson One database

Innovation Metrics

Patent Technology Diffusion

Score: 113.9 Ranking: 991/3110 Counties

An original calculation that measures the degree to which a technology spreads and is adopted. It is based on a region's volume of patents and the technology classes of those patents.

Source: U.S. Patent and Trademark Office

University-Based Knowledge Spillovers

Score: 80.0 Ranking: 1,360/3110 Counties

The score is calculated using university research and development (R&D) spending and distance between the university and the region selected. It incorporates R&D spending in engineering, geosciences, life sciences, math and computer science, and physical science. Higher scores indicate regions close to universities with high R&D spending in science and engineering.

Source: National Science Foundation

High-Tech, Early-in-Life-Cycle Establishment Ratio

Score: 163.1 Ranking: 415/3110 Counties

The proportion of small, high-tech firms in a region relative to the national proportion for high-tech. A value of 1 indicates that the region has a similar number of small firms relative to the nation for each high-tech industry present in the region.

Source: County Business Patterns (U.S. Census Bureau)

Spaces Metrics

Business Incubators

Score: 0.0 Ranking: 2,415/3110 Counties

This score is calculated using the number of business incubators within 50 miles, weighted by distance. Higher scores represent regions with greater concentrations of business incubator resources.

Source: National Business Incubation Association

Business Dynamics Metrics

Jobs at Young Firms

Percentage: 11% Ranking: 6/100 Metros

The annual percentage change in jobs at startup firms-companies less than one year old-in the region.

Source: Metro Monitor, Brookings Institution

Standard Startup Rate

Percentage: 6.11% Ranking: 5/395 Metros

The percentage share of employment in firms less than one year old.

Source: Census Bureau and Moody's Analytics

Establishment Births to All Establishments Ratio

Score: 139.1 Ranking: 638/3110 Counties

The ratio of how many new business locations are formed relative to all establishments.

Source: Statistics of U.S. Businesses (U.S. Census Bureau)

Inc. 5000 High-Growth Company Density

Score: 28.9 Ranking: 193/330 Metros

This analysis underscores the importance of high-growth firms to the economy, highlights the regions where those firms are most prevalent, and provides insight into some factors associated with the variation of high-growth businesses across regions.

Source: Brookings Institution analysis of Inc. Magazine and Center for American Entrepreneurship data

Diversified Economy Index

Score: 76.4 Ranking: 3/60 Large Metros

A comparative analysis across three key metrics: industry diversity, occupational diversity and worker-class diversity.

Source: WalletHub

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. a.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 11/25/2019
WARD:
SUBJECT: One appointment (at large) to the Fire Department Civil Service Board due to the term expiration of Thomas W. Edmonds (term expires December 31, 2019).

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There will be one appointment to the Fire Department Civil Service Board Board (Board) due to the term expiration of Thomas W. Edmonds (expires December 31, 2019). The appointment is for a three-year term set to expire on December 31, 2022.

Applications have been received from:

- Thomas W. Edmonds

The Board is an advisory body to the City Council. It is composed of three members appointed by the full City Council. Members must be Bakersfield residents throughout their three-year term and shall have no connection with City government.

The Board formulates rules and regulations governing the selection, promotion, and discipline of members of the Fire Department. All applicants have been encouraged to contact each Councilmember regarding their interest and qualifications. Meetings are held the second Monday of each month at 3:00 p.m. in the Fire Station No. 1 (2101 H Street).

ATTACHMENTS:

Description	Type
Edmonds Application	Backup Material

SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CITY OF BAKERSFIELD
OCT 10 2019
CITY CLERK'S OFFICE

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

**CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT**

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. Mr.
Mrs. Thomas Warren Edmonds

Ms. First Middle Last

2. Residence address: 10003 Huntington Downs Avenue

Bakersfield Kern California 93312

City County State Zip

Phone) (661) 587-7994

3. Position(s) sought: (List in order of preference)

1) Bakersfield Fire Department Civil Service Commission

2) _____

3) _____

4) _____

4. Business Title or Occupation: Retired Beverly Hills Police Detective Sergeant

Company : City of Beverly Hills

Address: 454 North Rexford Drive

City Beverly Hills County Los Angeles State California 9010 Zip

Phone (310-285-2121) _____

5. Education - List schools attended and/or graduated/degree(s): Redlands University 1980 B.A.

6. Other Special Training or Experience: Refer to attached resume

7. Previous and present governmental and civic experience. Indicate when, position and duties: experience on the Civil Service Committee

8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I have a desire to serve my adopted community and insure the Fire Department has a balanced board that has experience

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain: NO

Please attach your resume and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Thomas W. Edmonds
Signature of Applicant

10-09-2019
Date

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: *Thomas Warren Edmonds*

ADDRESS: *10003 Huntington Downs Avenue Bakersfield, CA 93312*

PHONE NUMBERS: HOME: *661-587-7994*
AND/OR
WORK: *same*

E-MAIL ADDRESS *edmonds12@aol.com*

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Thomas W. Edmonds

Signature of Applicant

10-09-2019

Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

[661]587-7994
edmonds12@aol.com
10003 Huntington Downs Avenue
Bakersfield, CA 93312

Thomas Edmonds

Objective

Civil Service Commission Bakersfield Fire Department {Appointment }

Professional Profile

2007 -2019 As a member of The Civil Service Commission
Retired Beverly Hills Police Department Detective Sergeant

- Served 37 ½ Years.
- Supervised many important criminal cases, worked and solved many crimes.
- Possess very good common sense and people skills.
- Officer of the Year Awards 1967 and 1996 and numerous other Awards.

1962-2000 Beverly Hills Police Department Patrol, Detective, , Crime Suppression unit
Sergeant, Detective Sergeant supervising major investigations.

Bakersfield and Activities

- 2002-2003 Kern County Grand Jury Chairman of the Law and Justice Committee.
- 2006 to 2013 Volunteer driver for the Golden Empire Gleaners food bank.
- Life member and Secretary of The Southern California Motorcycle Club 1999-Present
- Member of the Board of Directors of Keep Bakersfield Beautiful Committee 2004 to 2007 Chairman of the Anti Graffiti sub committee
- Life Member of The American Motorcyclist Association 1975-Present
- Race Desert and Grand Prix Off-Road Motorcycle events 1975 to Present
- Member of the Kern County Law Enforcement Foundation
- Member of the Kern County Republican Central Committee 2013 to Present
- Member of the Bakersfield Foot Printers Chapter8
- Excellent cook having designed original recipes.
- Developed Excellence in Detective and Police Patrol training courses.

Education

, 1980 B.A. Business Administration Redlands University ,Redlands, CA

- A.A. Administration of Justice Los Angeles Valley Collage.
- Police Academy 1962 and continued training through 1999

Interests

Wife of Sixty years, Bakersfield Fire Civil Service Commission, Cooking, Off road Motorcycle Racing, Camping, Auto Racing and The City of Bakersfield.

Consideration

I have Excellent Work Ethics, Communication skills and Leadership capabilities.



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. b.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 11/25/2019
WARD:
SUBJECT: One appointment (at large) to the Police Department Civil Service Board due to the term expiration of Mike Payne (term expires December 31, 2019).

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There is one vacancy on the Police Department Civil Service Board (Board) due to the term expiration of Mike Payne (expires December 31, 2019). The appointment is for a three-year term set to expire on December 31, 2022.

One application for appointment was received from Kathleen Ann Thompson.

The Board is an advisory body to the City Council. It is composed of three members appointed by the full City Council. Members shall be Bakersfield residents throughout their three-year term and shall have no connection with City government.

The Board formulates rules and regulations governing the selection, promotion, and discipline of employees in the Police Department. All applicants have been encouraged to contact each Councilmember regarding their interest and qualifications. Meetings are held the first Wednesday of each month at 8:00 a.m., in the Bakersfield Police Department (1601 Truxtun Avenue).

ATTACHMENTS:

Description	Type
□ Kathleen Ann Thompson Application	Backup Material

CITY OF BAKERSFIELD

NOV 25 2019

SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CITY CLERK'S OFFICE

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: **YES** NO

WARD NO. 1 2 **3** 4 5 6 7

CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1.

<input type="checkbox"/>	Mr.	Kathleen	Ann	Thompson
<input type="checkbox"/>	Mrs.			
<input checked="" type="checkbox"/>	Ms.	First	Middle	Last
2. Residence address: **2819 Oswell Street**

Bakersfield	Kern	Ca	93306
City	County	State	Zip

Phone (**661**) **301-1421**
3. Position(s) sought: (List in order of preference)
1) **Police Department Civil Service Board**
2) _____
3) _____
4) _____
4. Business Title or Occupation: **Retired (December 31, 2009)**
Company: **Retired from Kern Health Systems**
Address: **2900 Buck Owens Blvd.**

Bakersfield	Kern	Ca	93308
City	County	State	Zip

Phone (**661**) **664-5000**
5. Education - List schools attended and/or graduated/degree(s):
Bakersfield College - AA Degree, Secretarial Practice
Burroughs High School, Ridgecrest, CA - graduated

6. Other Special Training or Experience:

While employed at Kern Health Systems, I attended numerous HR Seminars presented by PAS Associates

7. Previous and present governmental and civic experience. Indicate when, position and duties:

Senior Volunteer with the California Highway Patrol, January 2015 to present.

Assist with: various clerical duties; school safety traffic patrol; parade traffic control (Lake Isabella Christmas Parade and Kernville Whiskey Flat Days); inventories; various PR events; and other events/opportunities as they arise.

8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:

I can bring HR experience to the Police Department Civil Service Board, and I have the time and desire to serve. I enjoy community service and the sense of accomplishment it brings.

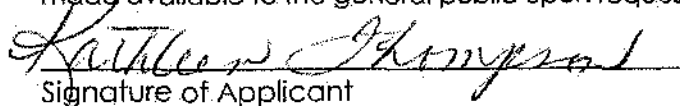
9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

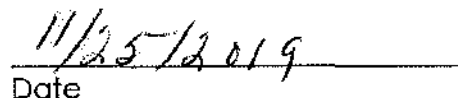
None known.

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant


Date

**INFORMATION FOR
CITY ROSTER AND INTERNET**

Please provide the City Clerk's Office with the following information:

NAME: Kathleen Thompson

ADDRESS: 2819 Oswell St.
Bakersfield, CA 93306

PHONE NUMBERS: HOME: (c) 661-301-1421
AND/OR
WORK: _____
E-MAIL ADDRESS kthompy2@aol.com

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

11/25/2019
Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

KATHLEEN THOMPSON
2819 Oswell Street, Bakersfield, CA 93306
(661) 301-1421

OBJECTIVE

Administrative position that utilizes and challenges my skills, education and experience to assist and promote personal and organizational growth.

PROFESSIONAL PROFILE

Kern Health Systems, Bakersfield, CA

6/1994 to 12/2009 (retired)

Executive Assistant – Human Resources

- * Conducted New Employee Orientation
- * Responsible for new employee paperwork
- * Follow I-9's
- * Assist in preparation of EDD hearings
- * Complete Worker's Compensation paperwork
- * Attend employee counseling sessions and terminations for note taking purposes
- * Liaison between HR Department and Kern Health Systems' HR vendors
- * Write job descriptions

Senior Secretary

- * Assisted multiple managers/executive staff in preparation of documents needed to obtain Knox-Keene license
- * Assisted in the creation of operational forms and documents
- * Responsible for routine to complex secretarial duties
- * Act as secretary and liaison to Kern Health Systems and Board of Directors
- * Prepare monthly Board packet and minutes
- * Manage personnel records and paper work ensuring that documents are complete, accurate and timely
- * Answer employees' questions regarding company benefits, and company policies and procedures
- * Schedule General Services maintenance duties for Kern Health Systems' property
- * Assist and prioritize correspondence for executive staff

Bank of America, Bakersfield, CA

1/1991 to 4/1993

Secretary, Commercial Banking Group

- * Assisted bank executives in various secretarial duties, including typing correspondence, memos, reports; made travel arrangements
- * Prepared officers' monthly expenses, various reports, debit/credit entries
- * Recorded and typed monthly Credit Committee meeting minutes
- * Assisted in transfer and conversion of customer files and documents after merger with Security Pacific Bank

1/1986 to 12/1990

Word Processor

- * Typed various correspondence, variable letters, loan documents and performance reviews for seven local branches
- * Prioritized workload to meet required deadlines
- * Transcribed data from Dictaphone

Occidental Exploration and Production Company, Bakersfield, CA

3/1985 to 11/1985

Secretary

- * Typed telexes, correspondence, policy and procedure changes, relocation and transfer papers

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. c.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 11/25/2019
WARD:
SUBJECT: One appointment (at large) to the Miscellaneous Departments Civil Service Board due to the term expiration of Roy Maier (term expires December 31, 2019).

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

The City conducted a recruitment for positions on the Miscellaneous Departments Civil Service Board (Board) due to the upcoming term expiration of Michael A. Caves and Roy Maier (terms expire December 31, 2019). These appointments are for three-year terms set to expire on December 31, 2022.

Applications for appointment have been received from:

- Roy Maier

The Board is an advisory body to the City Council. It is composed of five Board members appointed by the City Council. Board members must be Bakersfield residents throughout their term and shall have no connection with City government. The Board formulates rules and regulations governing the selection, promotion, and discipline of employees affected by Civil Service. Meetings are held the third Tuesday of each month at 2:00 p.m. in City Hall North (1600 Truxtun Avenue).

ATTACHMENTS:

Description	Type
□ Roy Maier Application	Backup Material

CITY OF BAKERSFIELD

NOV 13 2019

SUBMIT TO:

CITY CLERK'S OFFICE

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. ☒ Mr. Roy "Roland" Majer
☐ Mrs. First Middle Last
☐ Ms.
2. Residence address: 10301 Crandon Park Dr.
Bakersfield Kern CA 93312
City County State Zip
Phone (661) 661-623-1303
3. Position(s) sought: (List in order of preference)
1) Miscellaneous ^{Civil} Service Commission (re-apply)
2) _____
3) _____
4) _____
4. Business Title or Occupation: Executive Director
Company: First 5 Kern
Address: 2724 L Street
Bakersfield Kern CA 93301
City County State Zip
Phone (661) 328-7036
5. Education - List schools attended and/or graduated/degree(s):
M.A. Educational Leadership CSuB 1995
B.A. Physical Education / Minor-Math Cal State Bakersfield 1975

6. Other Special Training or Experience:

Served on Several Boards & Commissions:
First 5 Kern Commission, Aging & Adult Services Commission,
West Side Parks & Recreation Board;

7. Previous and present governmental and civic experience. Indicate when, position and duties:

School Teacher, Administrator in Kern County at
several schools around the County. Superintendent/
Principal for Cuyama United School District in
Santa Barbara County.

8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:

I have served on this Commission for the past
3-4 years and have enjoyed my tenure there.

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:

No

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

11-12-19
Date

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: Roy "Roland" Maier

ADDRESS: 10301 Crandon Park Drive
Bakersfield, CA 93312

PHONE NUMBERS: HOME: 661-623-1303
AND/OR
WORK: 661-328-7036
E-MAIL ADDRESS rmaier@kccta.org

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Roy R Maier
Signature of Applicant

11-12-19
Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. d.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 11/25/2019
WARD:
SUBJECT: One appointment (at large) to the Kern Mosquito and Vector Control District due to the term expiration of Florn Core (term expires December 31, 2019).

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There is one appointment to the Kern Mosquito and Vector Control District (District) due to the term expiration of Florn Core (term expires December 31, 2019). The appointment is for a two-year term set to expire on December 31, 2021.

An application for appointment has been received from:

- Florn Core
- Gilbert De La Torre

The primary objective of the District is the elimination of mosquito-breeding areas by way of educational services, various control measures, and abatement procedure methods when necessary. Members are nominated and appointed by the City Council of each respective participating City. Members appointed by the City Council shall be a Bakersfield resident and reside within the City throughout their two-year term.

Applicants have been encouraged to contact each City Councilmember regarding their interest and qualifications. Meetings are held the second Wednesday of each month at 11:30 a.m. at the District Office (4705 Allen Road).

ATTACHMENTS:

Description	Type
□ Letter of Rec for Florn Core	Backup Material
□ Florn Core Application	Backup Material

TRUSTEES
DANNY BROWN
HARMON CLEMENT
FLORN CORE
STEVE DUKE
JESS ORTIZ
DAVID POLM
ROBERT QUIRING
TIM UNRUH

CELEBRATING 100+ YEARS OF SERVICE TO THE COMMUNITY

1917



2019

MANAGER
GENE ABBOTT

SUPERINTENDENT
JOHN KROLNIK

KERN MOSQUITO AND VECTOR CONTROL DISTRICT

DISTRICT OFFICE

4705 ALLEN ROAD, BAKERSFIELD, CALIFORNIA 93314

PH: (661) 589-2744 FAX: (661) 589-4913 E MAIL: kmvcd@kernmosquito.com

October 29, 2019

Council of the City of Bakersfield
Attention: Roberta Gafford, City Clerk
1600 Truxtun Avenue
Bakersfield, Ca 93301

Re: Reappointment of Mr. Florn Core to the Kern Mosquito & Vector Control District Board of Trustees.

City Council Members:

The current term of District Trustee Florn Core will expire December 31, 2019. Mr. Core continues to be a valuable asset to the District. Our district deals with mosquito borne diseases and public health issues and it is very advantageous to have continuity and experience such as Mr. Core's on our Board of Trustees.

I highly recommend that Mr. Core be reappointed to the Board.

Sincerely,

Gene Abbott

District Manager

TRUSTEES
DANNY BROWN
HARMON CLEMENT
FLORN CORE
STEVE DUKE
JESS ORTIZ
DAVID POLM
ROBERT QUIRING
TIM UNRUH

CELEBRATING 100+ YEARS OF SERVICE TO THE COMMUNITY

1917



2019

MANAGER
GENE ABBOTT

SUPERINTENDENT
JOHN KROLNIK

KERN MOSQUITO AND VECTOR CONTROL DISTRICT

DISTRICT OFFICE

4705 ALLEN ROAD BAKERSFIELD, CALIFORNIA 93314

PH: (661) 589-2744 FAX: (661) 589-4913 E MAIL: kmvcd@kernmosquito.com

CITY OF BAKERSFIELD

NOV 18 2019

CITY CLERK'S OFFICE

November 15, 2019

Council of the City of Bakersfield
Attention: Roberta Gafford, City Clerk
1600 Truxtun Avenue
Bakersfield, Ca 93301

Re: Reappointment of Mr. Florn Core to the Kern Mosquito & Vector Control District Board of Trustees.

City Council Members:

The current term of District Trustee Florn Core will expire on December 31, 2019. During Mr. Core's tenure on the Board, he has served as Board Secretary and is currently serving as Vice President. He also serves on various board committees. Mr. Core regularly attends Board and Committee Meetings and actively participates in discussions regarding issues important to the District.

The introduction of the tropical mosquitoes *Aedes aegypti* and *Aedes albopictus* into Kern County has the potential of creating serious issues for local public health agencies. These mosquitoes can carry diseases like zika, yellow fever, dengue, and many other mosquito-borne diseases. *Ae. aegypti* and *Ae. albopictus* are day-biting mosquitoes and lay their eggs in water-filled containers such as buckets, flower pots, plant saucers, cans, and even used tires.

In the current environment, it is certainly advantageous to the District to have continuity on the Board of Trustees as there is no substitute for experience. Mr. Core's knowledge of mosquitoes and the diseases they can carry makes him a valuable asset to the District.

At the regular Board of Trustees meeting on November 13, 2019, the Board of Trustees voted unanimously to recommend the City Council of the City of Bakersfield reappoint Mr. Florn Core to the Kern Mosquito and Vector Control District's Board of Trustees (Motion 11-19-2).

Sincerely,

Gene Abbott

District Manager

CITY OF BAKERSFIELD

OCT 23 2019

CITY CLERK'S OFFICE

SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: **YES** NO

WARD NO. 1 2 **3** 4 5 6 7

**CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT**

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. ☒ Mr. **Florn** **R** **Core**
☐ Mrs. _____
☐ Ms. _____
First Middle Last

2. Residence address: **4008 Fairwood St.**
Bakersfield **Kern** **CA** **93306**
City County State Zip
Phone (**661**) **333-7093**

3. Position(s) sought: (List in order of preference)
1) **Trustee - Kern Mosquito & Vector Control District**
2) _____
3) _____
4) _____

4. Business Title or Occupation: **Retired/Part Time Self Employed**
Company: _____
Address: **Same as Residence**

City County State Zip
Phone (**661**) **333-7093**

5. Education - List schools attended and/or graduated/degree(s):
California State University Bakersfield; Bachelor of Science

6. Other Special Training or Experience:
Currently Kern Mosquito & Vector Control District Trustee.
-
7. Previous and present governmental and civic experience. Indicate when, position and duties:
30 years employed by City of Bakersfield Water Resources Department, retired as Manager; Retiree representative to City of Bakersfield Insurance Committee; 9 time volunteer as Honor Flight Kern County Guardian to military veterans for tour of Washington, DC; ROTC awards coordinator for Kern Chapter of Sons of the American Revolution; Gold Club donor at Houchin Community Blood Bank
8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
Having managed the City Water Resources Department, I had an ongoing relationship with the Kern Mosquito and Vector Control District in coordinating mosquito control operations in City storm drainage basins, waterways, the "2800 Acres" and the Kern River through Bakersfield. Being an appointed Trustee since 2014, I have working experience with district operations, administration, and budgeting.
9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:
No.

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Flora R Core

Signature of Applicant

October 23, 2019

Date

RESUME' of...

Florn R. Core

4008 Fairwood St., Bakersfield, CA 93306-1311

(661)333-7093 e-mail: h2ocore@sbcglobal.net

EMPLOYMENT EXPERIENCE:

WATER RESOURCES CONSULTING (2010-Present; Part Time)

Provides general water resources consulting to governmental agencies and water purveyors.

CITY OF BAKERSFIELD, CALIFORNIA (1980-2009)

Water Resources Manager (2004-2009); Managed all activities of the Water Resources Department including agricultural water, domestic water, wastewater farm, stormwater, and the Kern River Levee District. Policy development, program planning, budget preparation, fiscal management and administration of the departmental \$30M+ budget & 27 FTE. Implemented departmental objectives and goals set by City Manager, City Water Board and City Council.

Water Resources Director (1994-2004); **Assistant Water Resources Director** (1984-1993); **Agricultural & Domestic Water Manager** (1983-1984); **Agricultural Water Superintendent** (1980-1983)

Responsible for daily operation, diversion measurement and recording of the Kern River. Oversaw the locating, design, drilling and completion of groundwater wells. Supervised the operation of rapidly expanding drinking water system. Assisted City departments in technical advice on hydrology and geology. Developed draft policies for City Water Board. Represented City in on water rights, supply, and environmental matters.

KERN COUNTY WATER AGENCY (1973-1980)

Geologist II & I (1973-1980) - - Responsible for published Annual Water Supply Report for Kern County, groundwater data gathering and mapping, review of CEQA/development projects, water quality sampling, groundwater well log interpretation. Supervised technicians in geologic mapping..

EDUCATION:

Bachelor of Science – Earth Sciences (Geology and Hydrology) - California State University Bakersfield, 1974

ADDITIONAL TRAINING AND DEVELOPMENT:

"Supervisory Excellence & Educational Development" Program; FEMA "Integrated Emergency Management"; "Concepts of Groundwater Management", UC Davis; "Schlumberger Log Interpretation"; "Landsat Satellite Uses", CSUB; "Remote Sensing Technology", UC Santa Barbara; "Managing California Liquid Gold" UCSB Ext.; AWWA "Optimizing Water Utility Management & Operations"; CA Co-Op Snow Surveys Workshops (1981-2008).

SKILLS AND ACCOMPLISHMENTS:

..Completed Homeland Security Act required "Vulnerability Assessment"; Acquisition of Kern River Levee District; Prepared application to State Water Rights Board for Kern River water; Coordinated mitigation plan for wetlands project on Kern River; Coordinated plan to remove "2800 Acres" from critical habitat designation; Coordinated RFQ, RFP and negotiations for municipal water service contractor; Prepared water management plans; Provided expert testimony in Kern River water rights trials; Testimony to CA Water Board to prevent water rationing; Diverse communication skills and public relations.

REPORTS AND PUBLICATIONS (post 1990):

Notification of Water Quality Deficiency Plan – 1991; Disaster Response Plan – 1991; Domestic Water Study of Internal/In-House Operations – 1992; Water Shortage Contingency Plan – 1992; Annual NPDES Stormwater Monitoring Reports – 1995, '97, '99, '01 & '03; Rosedale Recharge Report – 2000; Water Balance Report – 2000; The Kern River Purchase (co-author) – 2003; "2800 Acres" Land & Water Management Report – 2004; Preliminary Plan of Drinking Water Supply & Delivery System for Rosedale Ranch Development – 2005; Estimate of Allocation of Irrigation Diversions to Visalia and Vicinity – 2015; CASGEM Groundwater Monitoring Plan – 2018; Numerous analytical draft reports on groundwater and groundwater conditions.

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: Florn R Core

ADDRESS: 4008 Fairwood St.
Bakersfield, CA 93306-1311

PHONE NUMBERS: HOME: (661) 333-7093
AND/OR
WORK: _____

E-MAIL ADDRESS h2ocore@sbcglobal.net

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Florn R Core

Signature of Applicant

October 23, 2019

Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

CITY OF BAKERSFIELD

MAY 31 2019

SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CITY CLERK'S OFFICE

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENTAPPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR
INTEREST FOR APPOINTMENT.

1. ☐ Mr. GILBERTO DE LA TORRE
☐ Mrs. First Middle Last
☐ Ms.
2. Residence address: 308 CHURCHILL DRIVE
BAKERSFIELD, KERN C.A 93307
City County State Zip
Phone (661) 376-5129
3. Position(s) sought: (List in order of preference)
1) KERN MOSQUITO AND VECTOR CONTROL DISTRICT
2) HISTORIC PRESERVATION COMMISSION
3) POLICE CIVIL SERVICE BOARD / GOLDEN EMPIRE TRANSIT
4) FIRE CIVIL SERVICE BOARD / PLANNING COMMISSION / MISCELLANEOUS
4. Business Title or Occupation: MASTER STUDENT (MPA) / FULL-TIME EMPLOY
Company: CALIFORNIA STATE UNIVERSITY, BAKERSFIELD
Address: _____
BAKERSFIELD KERN C.A 93307
City County State Zip
Phone (661) 654-3036
5. Education - List schools attended and/or graduated/degree(s):
BAKERSFIELD COLLEGE A.A
CSUB B.A CURRENT GRADUATE STUDENT

6. Other Special Training or Experience:

I work with thousands of people yearly.
I speak to thousands of people yearly.
Well informed and a concerned AMERICAN.

7. Previous and present governmental and civic experience. Indicate when, position and duties:

RAN FOR 2016 MAYOR -
RAN FOR WARD 1 2018 position - VERY controversial
election in which I HAVE HAD A high degree
of temperance and resolve.

8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:

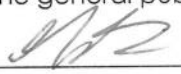
TO LEARN FROM OUR COMMUNITY AND TO implement my
knowledge TO BETTER THE LIVES OF OUR CITIZENS
and our country - I enjoy the public service
realm. People, community, FAITH, FAMILY, values
TO which I Adhere too are my priorities in LIFE.

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain: NO special interests or associations to declare.

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

5-29-19
Date

Unofficial Graduate Transcript

Name: Gilberto De La Torre

Student ID: 001167030
Birthdate: ****-09-23

Print Date: 05/05/2019

Request Reason: Web Transcript Request

Degrees Awarded
Degree: Bachelor of Arts
Date Awarded: May 18, 2017
Major: Political Science
Concentration: International Relations
Minor: Communications

Academic Program History
Program: PBAC - Master's Degree
Major: Public Administration

Beginning of Postbaccalaureate Record

Spring 2018 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
PPA 5000	Survey of Pub Admin	3.00	3.00	B+	9.90				
PPA 5200	Fundamentals of Grant Writing	3.00	3.00	C	6.00				
Term Stats	GPA: 2.65	Attempted: 6.00	Earned: 6.00	GPA Units: 6.00	Qpts: 15.90				
CSUB	GPA: 2.65	Attempted: 6.00	Earned: 6.00	GPA Units: 6.00	Qpts: 15.90				
Overall	GPA: 2.65	Attempted: 6.00	Earned: 6.00	GPA Units: 6.00	Qpts: 15.90				

Summer 2018 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
PPA 5400	Leadership	3.00	3.00	A	12.00				
Term Stats	GPA: 4.00	Attempted: 3.00	Earned: 3.00	GPA Units: 3.00	Qpts: 12.00				
CSUB	GPA: 3.10	Attempted: 9.00	Earned: 9.00	GPA Units: 9.00	Qpts: 27.90				
Overall	GPA: 3.10	Attempted: 9.00	Earned: 9.00	GPA Units: 9.00	Qpts: 27.90				

Fall 2018 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
PPA 4038	Public Pol Making Process	3.00	3.00	A-	11.10				
PPA 6100	Public HR Mgmt	3.00	3.00	A-	11.10				
PPA 6520	Public Mgmt & Org Change	3.00	3.00	A-	11.10				
PPA 6530	Policy Analy-Quan Focus	3.00	3.00	A-	11.10				
Term Stats	GPA: 3.70	Attempted: 12.00	Earned: 12.00	GPA Units: 12.00	Qpts: 44.40				
CSUB	GPA: 3.44	Attempted: 21.00	Earned: 21.00	GPA Units: 21.00	Qpts: 72.30				
Overall	GPA: 3.44	Attempted: 21.00	Earned: 21.00	GPA Units: 21.00	Qpts: 72.30				

Winter Session 2019 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
PPA 5770	Organizational Problem Solving	3.00	3.00	A	12.00				
Term Stats	GPA: 4.00	Attempted: 3.00	Earned: 3.00	GPA Units: 3.00	Qpts: 12.00				
CSUB	GPA: 3.51	Attempted: 24.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				
Overall	GPA: 3.51	Attempted: 24.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				

Spring 2019 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
EDTE 3308	Socio-Cultural Found of Educ	3.00	0.00		0.00				
EDTE 4100	In Progress								
EDTE 4100	Teaching EL & Special Pop	3.00	0.00		0.00				
EDTE 4200	In Progress								
PPA 4010	Technology for Educators	3.00	0.00		0.00				
PPA 6110	In Progress								
PPA 6110	Analytical Methods in Admin	3.00	0.00		0.00				
PPA 6110	In Progress								
PPA 6110	Public Finance & Budgeting	3.00	0.00		0.00				
PPA 6110	In Progress								
Term Stats	GPA: 0.00	Attempted: 15.00	Earned: 0.00	GPA Units: 0.00	Qpts: 0.00				
CSUB	GPA: 3.51	Attempted: 39.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				
Overall	GPA: 3.51	Attempted: 39.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				

Fall 2019 (Sem)									
Course	Description	Attempted	Earned	Grade	Qpts	RPT			
EDTE 3000	Introduction to Education	3.00	0.00		0.00				
PPA 5020	In Progress								
PPA 5020	Program Evaluation	3.00	0.00		0.00				
PPA 5020	In Progress								
Term Stats	GPA: 0.00	Attempted: 6.00	Earned: 0.00	GPA Units: 0.00	Qpts: 0.00				
CSUB	GPA: 3.51	Attempted: 45.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				
Overall	GPA: 3.51	Attempted: 45.00	Earned: 24.00	GPA Units: 24.00	Qpts: 84.30				

Unofficial Graduate Transcript

This is an unofficial graduate transcript; as such it is not to be considered a full and complete academic record of attendance at Cal State Bakersfield. Information provided in this transcript is for use as an advisory tool only. Any attempt to alter this information and present this as an official academic record will result in a referral for disciplinary action. - Registrar

Unofficial Undergraduate Transcript

Name: Gilberto De La Torre

Student ID: 001187030
Birthdate: ****-09-23

Print Date: 05/05/2019

		Spring 2016 (Qtr)						
Course	Description	Attempted	Earned	Grade	Qpts	RPT		
COMM 404	Public Affairs Reporting	5.00	5.00	B	15.00			
PLSI 317	The Presidency	5.00	5.00	B+	16.50			
PLSI 404	Politics of Internal Commerce	5.00	5.00	A-	18.50			

Good Standing

Dean's List

Term Stats	GPA: 3.33	Attempted: 15.00	Earned: 15.00	GPA Units: 15.00	Qpts: 50.00
CSUB	GPA: 3.60	Attempted: 45.00	Earned: 45.00	GPA Units: 45.00	Qpts: 162.00
Transfer	GPA: 2.81	Attempted: 121.50	Earned: 120.00	GPA Units: 121.50	Qpts: 342.00
Overall	GPA: 3.02	Attempted: 166.50	Earned: 165.00	GPA Units: 166.50	Qpts: 504.00

As of Fall 2016 California State University, Bakersfield converted from a quarter to semester system.

The comparison below shows the conversion of your academic record.

***** Comparison of Quarter and Semester Cumulative Data *****

QTR GPA: 3.02 Attempted: 166.50 Earned: 165.00 GPA Units: 166.50 Qpts: 504.00

SEM GPA: 3.02 Attempted: 111.00 Earned: 110.00 GPA Units: 111.00 Qpts: 336.00

Beginning of Undergraduate Record

		Fall 2016 (Sem)						
Course	Description	Attempted	Earned	Grade	Qpts	RPT		
PLSI 3010	Political Inquiry	3.00	3.00	A	12.00			
PLSI 3230	Latinos & Blacks in US Politic	3.00	3.00	A	12.00			
PLSI 3250	Electoral Behavior/Pol Parties	3.00	3.00	A	12.00			
PLSI 3360	Politics of Mexico	3.00	3.00	A	12.00			

Good Standing

Dean's List

Term Stats	GPA: 4.00	Attempted: 12.00	Earned: 12.00	GPA Units: 12.00	Qpts: 48.00
CSUB	GPA: 3.71	Attempted: 42.00	Earned: 42.00	GPA Units: 42.00	Qpts: 156.00
Transfer	GPA: 2.81	Attempted: 81.00	Earned: 80.00	GPA Units: 81.00	Qpts: 228.00
Overall	GPA: 3.12	Attempted: 123.00	Earned: 122.00	GPA Units: 123.00	Qpts: 384.00

Spring 2017 (Sem)

Course	Description	Attempted	Earned	Grade	Qpts	RPT
PLSI 3030	Political Philosophy & Thought	3.00	3.00	A	12.00	
PLSI 3150	American Political Theory	3.00	3.00	A	12.00	
PLSI 4410	U.S. Immigration Politics/Pol	3.00	3.00	A	12.00	
PLSI 4770	Community Politics and Policy	3.00	3.00	A-	11.10	
PLSI 4900	Senior Seminar	3.00	3.00	A-	11.10	
SCI 3009	California Natural History	3.00	3.00	C+	6.90	

Good Standing

Dean's List

Term Stats	GPA: 3.61	Attempted: 18.00	Earned: 18.00	GPA Units: 18.00	Qpts: 65.10
CSUB	GPA: 3.68	Attempted: 60.00	Earned: 60.00	GPA Units: 60.00	Qpts: 221.10
Transfer	GPA: 2.81	Attempted: 81.00	Earned: 80.00	GPA Units: 81.00	Qpts: 228.00
Overall	GPA: 3.18	Attempted: 141.00	Earned: 140.00	GPA Units: 141.00	Qpts: 449.10

Classification Level: SENIOR

Unofficial Undergraduate Transcript

This is an unofficial undergraduate transcript; as such it is not to be considered a full and complete academic record of attendance at Cal State Bakersfield. Information provided in this transcript is for use as an advisory tool only. Any attempt to alter this information and present this as an official academic record will result in a referral for disciplinary action. -- Registrar

Unofficial Undergraduate Transcript

Name: Gilberto De La Torre

Student ID: 001187030
Birthdate: ****-09-23

Print Date: 05/05/2019

Request Reason: Web Transcript Request

Degrees Awarded

Degree: Bachelor of Arts
Date Awarded: May 18, 2017
Major: Political Science
Concentration: International Relations
Minor: Communications

Academic Program History

Program: UGRD - Baccalaureate
Major: Political Science
Concentration: International Relations
Minor: Communications

Transfer Credits Accepted by Institution

Transfer Credit from Bakersfield College
 Applied Toward UGRD - Baccalaureate Program
 Articulation Term: Fall 2015 (Qtr)

Course	Description	Attempted	Earned	Grade	RPT
STDV B3	CDM, Educ Plan/Job Srch Strat	4.50	4.50	B	
HLED B1	Prin of Health Education	4.50	4.50	C	
POLS B1	A/G: National, State/Local	4.50	4.50	C	

Spring 2008

Fall 2008

Course	Description	Attempted	Earned	Grade	RPT
POLS B2	Comparative Government	4.50	4.50	C	
HIST B18	History of California	4.50	4.50	C	
COMM B8	Small Group Communication	4.50	4.50	B	

Spring 2009

Course	Description	Attempted	Earned	Grade	RPT
POLS B3	International Politics	4.50	4.50	B	
HIST B17A	History of the U.S.	4.50	4.50	B	

Fall 2009

Course	Description	Attempted	Earned	Grade	RPT
ASTR B1	Physics of the Cosmos	4.50	4.50	D	
PHIL B7	Introduction to Logic	4.50	4.50	D	
HIST B17B	History of the U.S. s/1870	4.50	4.50	B	

Spring 2010

Course	Description	Attempted	Earned	Grade	RPT
PHED B6BB	Basketball	1.50	1.50	C	

Spring 2011

Course	Description	Attempted	Earned	Grade	RPT
ART B1	Art Appreciation	4.50	4.50	B	
PHED B6FCX	Fitness Center	1.50	0.00	NP	

Spring 2012

Course	Description	Attempted	Earned	Grade	RPT
POLS B16	Vital Political Problems	4.50	4.50	B	
MATH B22	Elementary Prob/Stat	7.50	7.50	C	

Course	Description	Attempted	Earned	Grade	RPT
BIOL B11	Concepts of Biology	6.00	6.00	B	
PSYC B1A	General Psychology	4.50	4.50	A	
PHED B6SC	Soccer	1.50	1.50	A	

Spring 2014

Course	Description	Attempted	Earned	Grade	RPT
COMM B5	Rhetoric/Argumentation	4.50	4.50	A	
THEA B1	Introduction to Acting	4.50	4.50	A	

Summer 2014

Course	Description	Attempted	Earned	Grade	RPT
ASL B1	American Sign Language 1	7.50	7.50	B	
POLS B12	Contemp Issues CA/Loc Gov	4.50	4.50	A	

Fall 2014

Course	Description	Attempted	Earned	Grade	RPT
ENGL B1A	Expository Composition	4.50	4.50	A	
COMM B4	Persuasive Communication	4.50	4.50	A	
COMM B2	Interpersonal Communication	4.50	4.50	A	

Spring 2015

Tran Stats GPA: 2.61 Attempted: 121.50 Earned: 120.00 GPA Units: 121.50 Qpts: 342.00

Beginning of Undergraduate Record

Course	Description	Attempted	Earned	Grade	Qpts	RPT
COMM 304	Technical and Report Writing	5.00	5.00	A-	18.50	
PLSI 304	International Relations	5.00	5.00	B+	16.50	
RS 360	Women, Religion & Sexuality	5.00	5.00	A	20.00	

Fall 2015 (Qtr)

Good Standing
Dean's List

Term Stats GPA: 3.66 Attempted: 15.00 Earned: 15.00 GPA Units: 15.00 Qpts: 55.00
 CSUB GPA: 3.66 Attempted: 15.00 Earned: 15.00 GPA Units: 15.00 Qpts: 55.00
 Transfer GPA: 2.81 Attempted: 121.50 Earned: 120.00 GPA Units: 121.50 Qpts: 342.00
 Overall GPA: 2.90 Attempted: 136.50 Earned: 135.00 GPA Units: 136.50 Qpts: 397.00

Winter 2016 (Qtr)

Course	Description	Attempted	Earned	Grade	Qpts	RPT
COMM 206	Issues & Practices Journalism	5.00	5.00	A	20.00	
COMM 311	Feature Writing	5.00	5.00	A-	18.50	
PLSI 309	Govt & Politics: Latin America	5.00	5.00	A-	18.50	

Good Standing
Dean's List

Term Stats GPA: 3.80 Attempted: 15.00 Earned: 15.00 GPA Units: 15.00 Qpts: 57.00
 CSUB GPA: 3.73 Attempted: 30.00 Earned: 30.00 GPA Units: 30.00 Qpts: 112.00
 Transfer GPA: 2.81 Attempted: 121.50 Earned: 120.00 GPA Units: 121.50 Qpts: 342.00
 Overall GPA: 2.99 Attempted: 151.50 Earned: 150.00 GPA Units: 151.50 Qpts: 454.00

Unofficial Undergraduate Transcript

This is an unofficial undergraduate transcript; as such it is not to be considered a full and complete academic record of attendance at Cal State Bakersfield. Information provided in this transcript is for use as an advisory tool only. Any attempt to alter this information and present this as an official academic record will result in a referral for disciplinary action. -- Registrar

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: GILBERTO DE LA TORRE

ADDRESS: BAKERSFIELD, CALIFORNIA ; KERN
County; UNITED STATES

PHONE NUMBERS: HOME: _____
AND/OR
WORK: _____

E-MAIL ADDRESS GDe-la-torre@Csub.edu

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant

5-29-14
Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

GILBERTO DE LA TORRE

308 Churchill Drive
Bakersfield, California, 93307 United States
6613765129
gde-la-torre1@csub.edu

PROFESSIONAL EXPERIENCE

Rent A Center, BAKERSFIELD, CALIFORNIA UNITED STATES

Customer Representative, June 2017- Present

- Provide customer service over phone, and on site.
- Actively reach out and correct and verify customer information in a friendly and professional manner.
- Ascertain costumers' problems or questions and resolves solutions in an appropriate and calm method.
- Assist with placement of orders, refunds, or exchanges according to company policy.

Mid-West Political Association, CHICAGO, ILLINOIS UNITED STATES

Presenter, April 2017

- Prepared and presented topic of interest to appropriate audience, in a timely, professional manner.
- Prepared and arranged setting for the conference in a safe and hospitable way to provide maximum comfort.
- Provided a variety of answers and assistance to audience, and peers to the best of my ability in the field of social sciences.

Pi Sigma Alpha Society, BAKERSFIELD, CALIFORNIA UNITED STATES

Member, May 2017 – Present

- Was accepted into Pi Sigma Alpha Society through arduous work and determination both in school, and work.
- Obtained high marks within my social studies subject, in all classes.

California State University Bakersfield, BAKERSFIELD, CALIFORNIA UNITED STATES

Research Assistant, Feb. 2017 – Aug. 2017

- Organized articles, research material, and presentations efficiently and appropriately.
- Performed clerical duties pertaining to appropriate research topics.
- Reviewed and edited research information.
- Attended and assisted in project meetings.

RENT A CENTER, BAKERSFIELD, CALIFORNIA UNITED STATES
Delivery Driver, Aug. 2015 – June 2017

- Dispatched furniture and appliances to customer's residence.
- Provided pivotal and satisfying customer care.
- Implemented crucial, critical thinking skills during installments that otherwise would have greatly diminish the company's policy.
- Contributed mechanical skills for installations.

Bakersfield City, BAKERSFIELD, CALIFORNIA UNITED STATES
Mayoral candidate, Feb. 2016 – Nov. 2016

City Council Ward 1 candidate, May.2018- Nov. 2018

- Acquainted with candidature procedures, such as eligibility paperwork.
- Familiarized with self-promotion and community engagement.
- Gained outside finance and operated small groups of campaign volunteers.

GRIMMWAY, ARVIN/ BAKERSFIELD, CALIFORNIA UNITED STATES
Maintenance crew member, Feb. 2015 – July 2015

- Directed and coordinated activities to maintain safety standards of decomposable material.
- Assuaged my surroundings by maintaining pallet production to promote constructive teamwork.

BAKERSFIELD COLLEGE, BAKERSFIELD, CALIFORNIA UNITED STATES

Generalist, Sep. 2013- Jan. 2014

- Dispensed essential customer services
- Assisted and prepared school sports events.
- Sales representative for school events.

BOLT HOUSE, BAKERSFIELD, CALIFORNIA UNITED STATES
Order lead, Jan. 2013 – July 2013/ Sep. 2013- Oct. 2013

- Handled transactions such as leader of the flow order, on the line.
- Supplied assistance in packaging merchandise.
- Stockpiled heavy merchandise, whilst leading the flow line.

FIVE BROTHERS' MCFARLAND, CALIFORNIA UNITED STATES

Packager/ Picker, Sep. 2012 – Jan. 2012

- Handled produce packaging effectively and with detail.
- Harvested fruitage productively and expertly.

TARGET, BAKERSFIELD, CALIFORNIA UNITED STATES

Overnight Logistics, Oct. 2007 – Nov. 2011

- Managed product stocking
- Organized the unloading of product, whilst maintaining safety codes.
- Participated indispensable customer care that greatly serviced the guest.

KIDDIE AMUSEMENT, BAKERSFIELD, CALIFORNIA UNITED STATES

Generalist, Sep.2005 – Aug. 2007

- Handled each transaction of bounce houses quickly and efficiently, while giving critical attention to safety details.
- Attended and supervised sanitation protocols to minimize infections or contaminations of any kind to that of customers and product.
- Maintained a professional customer service attitude.

SWAP MEET, BAKERSFIELD, CALIFORNIA UNITED STATES

Stock clerk, Jan. 2004 – Present

- Coordinated product assemblage and displays.
- Responsible for product detail assistance.

EDUCATION **BAKERSFIELD COLLEGE, BAKERSFIELD, CALIFORNIA UNITED STATES**
AA Political Science, May 2015

CALIFORNIA STATE UNIVERSITY BAKERSFIELD, BAKERSFIELD,
CALIFORNIA UNITED STATES

Political Science Bachelor Graduate, May 2017

CALIFORNIA STATE UNIVERSITY BAKERSFIELD, BAKERSFIELD,
CALIFORNIA UNITED STATES

Master of Public Administration student, Fall 2019

COMMUNITY SERVICE

- Participated in the Great American Clean Up, that gave me the opportunity to help beautify our community.
- Actively participates in community forums and meetings to discuss issues prevalent in the community to find feasible solutions.
- Vigorously engage with the youth of the neighborhood by playing sports on a regular basis and interacting with them to keep them from trouble.
- Aid in clean up Monday on campus to keep it clean.

ADDITIONAL SKILLS

- The ability to improvise on the job for a successful satisfaction of customer care; while still accomplishing my work.
- Very Strong communication skills that have successfully aided me in various work atmospheres to gather and execute tasks required of me.
- The work morality of a strong and mentally capable man suited for producing results beneficial to any company and customer.
- Ethical morals and principles that establish a bond and safe working environment for fellow coworkers.
- Passionately beseeches high grades with my school career by turning in assignments and other materials in a timely manner and to the best of my ability.
- High driven to obtain an education through demanding work whilst learning the greatest amount of information possible to succeed.



NOTICE OF 2019 BOARD/COMMISSION VACANCIES CITY OF BAKERSFIELD

NOTICE IS HEREBY GIVEN that the City of Bakersfield will have vacancies in 2019 for positions on the following City Boards, Commissions, and Committees.

The names of the incumbents and the qualifications for the positions are provided. City residents are encouraged to contact the office of the City Clerk, 1600 Truxtun Avenue, (661) 326-3767, for additional information. The application form is available at www.bakersfieldcity.us, or at the City Clerk's Office.

FIRE CIVIL SERVICE BOARD (3-year term)

Approximate appointment date - December 11, 2019

Term expires December 31, 2019

Board member Thomas W. Edmonds

Applicants must be a resident of the City throughout their term, and have no other connection with City government.

GOLDEN EMPIRE TRANSIT (4-year term)

Approximate appointment date – January 9, 2019

Term expires January 6, 2019

Board Member Cindy Parra

Applicants must be residents of the City throughout their term.

HISTORIC PRESERVATION COMMISSION (3-year term)

Approximate appointment date March 20, 2019

Term expires March 30, 2019

Commissioner Scott Fieber

Applicants must be residents of the City throughout their term.

KERN MOSQUITO AND VECTOR CONTROL DISTRICT (2-year term)

Approximate appointment date – December 11, 2019

Term expires December 31, 2019

Member Florn Core

Applicants must be a resident of the City, in an area within the Kern Mosquito and Vector Control District, throughout their term.

MISCELLANEOUS CIVIL SERVICE BOARD (3-year term)

Approximate appointment date - December 11, 2019

Terms expire December 31, 2019

Board member Michael A. Caves

Board member Roy Maier

Applicants must be a resident of the City throughout their term, and have no other connection with City government.

PLANNING COMMISSION (4-year term)

Approximate appointment date – April 10, 2019

Terms expire April 30, 2019

Commissioner Patrick Wade (Ward 7)

Applicants must be a resident of the City throughout their term.

POLICE CIVIL SERVICE BOARD (3-year term)

Approximate appointment date - December 11, 2019

Term expires December 31, 2019

Board member Mike Payne

Applicant must be a resident of the City throughout their term, and have no other connection with City government.

DATED: November 19, 2018



Julie Drimakis, CMC
Assistant City Clerk, City of Bakersfield



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. e.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 11/25/2019

WARD:

SUBJECT: One appointment (at large) to the Board of Directors of the North of the River Recreation and Park District, due to the term expiration of member Brooks Douglass, term expires December 31, 2019.

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

There will be one appointment to the Board of Directors of the North of the River (NOR) Recreation and Park District due to the term expiration of Brooks Douglass whose term expires December 31, 2019.

One application has been received from Brooks Douglass.

The NOR Recreation and Park District is a special district that plans, organizes and conducts a wide variety of park and recreation programs within its designated boundaries. The District's service area is 215 square miles in size, including 24 park sites totaling nearly 270 developed areas. The five-member board has the responsibility of providing the District with clearly defined goals and objectives in support of its mission; to provide and maintain an adequate program of creation activities and a system of areas and facilities designed to support them; and to establish rules and regulations governing internal organization and operation.

City representatives are nominated and appointed by the full Council, and must be a resident of the City and the District throughout the four-year term.

Meetings are held on the third Monday of each month at 5:30 p.m., at the District Office, 405 Galaxy Avenue.

ATTACHMENTS:

Description	Type
□ Brooks Douglas Application	Backup Material

SUBMIT TO:

CITY CLERK
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CITY OF BAKERSFIELD

NOV 23 2019

CITY CLERK'S OFFICE

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD
RESIDENT: **YES** NO

WARD NO. 1 2 3 **4** 5 6 7

**CITY OF BAKERSFIELD
APPLICATION FOR APPOINTMENT**

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

1. ☒ Mr. Brooks Cameron Douglass
☐ Mrs. _____
☐ Ms. _____ First _____ Middle _____ Last _____
10323 Willow Bend Ct.
2. Residence address: _____
Bakersfield Kern CA 93312
City County State Zip
Phone (661) 588-5850
3. Position(s) sought: (List in order of preference)
Board Member - NOR Recreation and Park District
1) _____
2) _____
3) _____
4) _____
Sales Manager
4. Business Title or Occupation: _____
Worklogic EPS
Company: _____
5016 California Ave.
Address: _____
Bakersfield Kern CA 93309
City County State Zip
Phone (661) 489-3803
5. Education - List schools attended and/or graduated/degree(s):
El Segundo High School Idaho State University
El Camino Community College California State University Long Beach

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:

NAME: Brooks Douglass

ADDRESS: 10323 Willow Bend Ct.
Bakersfield, CA 93312

PHONE NUMBERS: HOME: 661-588-5850
AND/OR 661-489-3803
WORK:
E-MAIL ADDRESS brooksdouglass@hotmail.com

AUTHORIZATION AND RELEASE

If appointed, this information will be printed in the **Roster of Councilmembers and Officials, Commissions/Committees**. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.


Signature of Applicant


Date

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

6. Other Special Training or Experience:
NOR Chamber of Commerce - Past Board Member and President

Keep Bakersfield Beautiful - Ward 4 Appointee

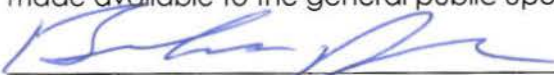
Active 20/30 Club of Bakersfield - Volunteer

7. Previous and present governmental and civic experience. Indicate when, position and duties:
Current President of NOR Recreation and Park District - Oversee the development of parks and activities for kids and adults in the NOR area.
Past M.A.R.E. Board Member - Volunteer, Fundraiser and Fiscal Responsibilities
NOR Chamber of Commerce - Past Board Member and President - Local Business Advocate, Fundraiser and Fiscal Responsibilities
Keep Bakersfield Beautiful - Ward 4 Appointee - Ongoing Beautification and Litter Pick-up projects. Work with the Mayor, Council Members, City Solid Waste and other volunteers.
Active 20/30 Club of Bakersfield - Volunteer, Fundraiser - Assist disadvantaged kids via Back to School supplies & clothing, Christmas gifts and donations to local charities.
8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
Enjoy working alongside with volunteers to oversee the ongoing development of parks and activities for kids and adults in the NOR area. Open to suggestions and criticism from NOR residents.
9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:
No

Please attach your resume, and any additional information or statements which you feel would be helpful in reviewing your qualifications.

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.



Signature of Applicant

11/25/19

Date

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Appointments 7. f.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 11/26/2019

WARD:

SUBJECT: Two appointments to the Bakersfield Youth Commission due to recent alternate commissioner vacancy for Ward 2 and alternate commissioner vacancy for Mayor (terms to expire on July 31, 2020).

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

The Bakersfield Youth Commission is composed of eight commissioners and eight alternate commissioners appointed by the Mayor and City Council. The Mayor and each Councilmember nominate residents from the City of Bakersfield, which are then approved by the full City Council. The Bakersfield Youth Commission identifies the concerns and needs of local youth, including matters related to recreational opportunities, park amenities, student safety, and volunteer opportunities with the City. Meetings are held on the first Monday of each month at 4:00 p.m. There are currently five vacancies in the Bakersfield Youth Commission: voting and alternate commissioner for Ward 1 and alternate commissioners for Wards 2, 3, and Mayor's appointment. The following applications were received:

NAME	POSITION
Gurpriya Kaur	Mayor Alternate
Amber Schweiger	Mayor Alternate or Ward 2
Sarah Garas	Mayor Alternate
Samuel Baldovinos	Mayor Alternate

All four of the applicants qualify for the Mayor alternate selection; applicant Amber Schweiger qualifies for both Mayor alternate selection and Ward 2 alternate.

ATTACHMENTS:

Description	Type
□ Application for Amber Schweiger	Backup Material
□ Application Sarah Garas	Backup Material

- ▣ Application for Gurpriya Kaur
- ▣ Samuel Baldovinos Application
- ▣ Samuel Baldavinos Letter

Backup Material
Backup Material
Backup Material

OCT 29 2019

CITY CLERK'S OFFICE

RESIDENCE WARD: 1 2 3 4 5 6 7
SCHOOL WARD: 1 2 3 4 5 6 7

Ward: Mayor Regular/Alternate Member (please circle one)
Ward: 2 Regular/Alternate Member (please circle one)
Ward: _____ Regular/Alternate Member (please circle one)
Ward: _____ Regular/Alternate Member (please circle one)

Please respond to the following supplemental questions on a separate sheet(s) of paper.

6. How did you hear about the Youth Commission?
7. Why would you like to become a Youth Commissioner?
8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

Authorization and Release

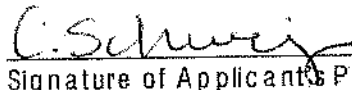
I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.



Signature of School Representative

10/28/19

Date



Signature of Applicant's Parent/Guardian

10/27/19

Date



Signature of Applicant

10/27/19

Date

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Applicant Contact Information

Date of Birth: 1/22/04

Home Address: 221 El Rio Dr.

Bakersfield Kern CA 93309
City County State Zip

Home Phone () Cell Phone (661) 858 6838

Email Address: amber.schweiger@icloud.com

Recommender Contact Information

Name: Craig J. Holliday
First Middle Last

Title: Teacher

Organization: Bakersfield High School

Relationship to student: Teacher

E-mail: Craig-holliday@kernhigh.org

Day Phone: 661-599-9219

6. I heard about Youth Commission briefly when one of our school counselors mentioned another student applying for it during a counselor visit to our class. I didn't know exactly what it was, but after finding more information on the group, I figured it was something I was very interested in being apart of.

7. I would like to become a Youth Commissioner because I want to get involved and contribute my ideas into problems around the community. I have a lot of opinions and views on topics that I would like to share.

8. Bakersfield has a huge homeless problem that is steadily getting worse at a very fast rate. I don't have any exact ideas yet, but additional focus on programs that help them get their lives back together could be a start.

9. I am apart of Assisteens, which is once a month meetings that are usually on the first Saturday from 10 A.M. to noon. This group requires me to do added community service which is scattered throughout the year, as well. I am also in French club/French Honor Society which meets on Mondays every month, but end far before any Youth Commission meeting would start.



BAKERSFIELD HIGH SCHOOL

1241 "G" STREET
BAKERSFIELD, CALIFORNIA
93301-5173

(661) 324-9841
FAX (661) 324-3401
<http://bakersfield.kernhigh.org>

BEN SHERLEY, Ed.D., PRINCIPAL
"A California Distinguished School"

KERN HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

J. Bryan Batey
Joey O'Connell
Jeff Flores
Cynthia Brakeman
Janice Graves

SUPERINTENDENT

Bryon J. Schaefer, Ed.D.

October 27, 2019

Dear Selection Committee,

Although I have only know Amber Schweiger for a brief time, I am happy to write to you on her behalf. Amber is a student in my Honor's European History course. The section she is enrolled in has about 45 students, but that has not diminished Amber's ability to shine in the group. I admire Amber's willingness to ask questions and seek clarification. Often students of her age can be timid in an Honors class. Amber would rather understand the material and seek greater depth than allow a fear of raising her hand to get in the way. Amber has also shown a high aptitude for the material on our tests and written assessments. I look forward to the rest of the academic year with her.

While I am sure you receive many applications for your program, your chief concern must be--will students make good use of this opportunity? I see Amber doing that for certain. Her charisma and sense of camaraderie make for a wonderful team player. Her work ethic is unfailing. Overall, I find her to be a fantastic young person.

Enthusiastically submitted,

Craig Holliday
Social Studies Chair
Bakersfield High

SUBMIT TO:

CITY OF BAKERSFIELD
City Clerk
City_clerk@bakersfieldcity.us
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CITY OF BAKERSFIELD

Jan 19 2019

CITY CLERK'S OFFICE

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: YES NO

RESIDENCE WARD: 1 2 3 4 5 6 7

SCHOOL WARD: 1 2 3 4 5 6 7

**CITY OF BAKERSFIELD
YOUTH COMMISSION APPLICATION FOR APPOINTMENT**

1. Student Name: Sarah Ibrahim Garas
First Middle Last
2. Parent/Guardian Name: Ibrahim Maher Garas
First Middle Last
3. Gender (Male/Female): Female
4. High School: Bakersfield Christian High School
School Address: 12775 Stockdale Highway
Bakersfield America California 93314
City County State Zip
Grade Level: 10th GPA: 4.22
5. Occupation (if applicable): none
Company: _____
Hours per Week: _____
Address: _____
City County State Zip

Please note: You may be eligible to serve in several different positions. Please indicate which wards and positions you are most interested in serving in order of preference:

Ward: <u>Ward #5</u>	<u>Regular/Alternate Member</u> (please circle one)
Ward: <u>Ward #4</u>	<u>Regular/Alternate Member</u> (please circle one)
Ward: <u>Ward #6</u>	<u>Regular/Alternate Member</u> (please circle one)
Ward: <u>Ward #7</u>	<u>Regular/Alternate Member</u> (please circle one)

Please respond to the following supplemental questions on a separate sheet(s) of paper.

6. How did you hear about the Youth Commission?
7. Why would you like to become a Youth Commissioner?
8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

Authorization and Release


I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.



Signature of School Representative



Date



Signature of Applicant's Parent/Guardian



Date



Signature of Applicant



Date

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Applicant Contact Information

Date of Birth: April 28th, 2004
Home Address: 2408 Parkgate St.
Bakersfield America California 93311
City County State Zip
Home Phone (661) 472-5480 Cell Phone (661) 477-1902
Email Address: sarahigaras@gmail.com

Recommender Contact Information

Name: Gree Root
First Middle Last
Title: Vice President of Academic Growth
Organization: BCHS
Relationship to student: Administrator
E-mail: groot@bakersfieldchristian.com
Day Phone: (661) 410-7000

**CITY OF BAKERSFIELD
APPLICATION CHECKLIST**

The following checklist is intended to assist applicants during the application process.

Appropriate Review and Consideration (No Documentation Required)

- Review Youth Commission cover letter
- Review 2.60 in the Bakersfield Municipal Code (pages 5 – 7)
- Discuss time commitment with a parent(s) or guardian(s) and school representative

Required Items (Initial Submission):

- Complete Youth Commission application (pages 1 – 3), including required contact information and signatures
- Attach supplemental responses (questions 6 – 10)
- Attach letter of recommendation, including contact information

Required Items (if Recommended for Appointment):

- Provide current high school transcripts
- Attend a Youth Commission orientation

CITY OF BAKERSFIELD
CHAPTER 2.60 BAKERSFIELD YOUTH COMMISSION

2.60.010 Creation and purpose.

The city council creates an eight-member Bakersfield youth commission ("commission"). The city council also appoints the city manager, or designee, as the committee coordinator of the commission. The purpose of the commission is to engage and empower local youth in having a voice on relevant issues pertaining to municipal policies, programs, and projects. (Ord. 4833 § 1, 2016)

2.60.020 Application process.

Applications for the commission are available at the city clerk's office and require one letter of recommendation from a teacher, advisor, counselor, or coach. (Ord. 4833 § 1, 2016)

2.60.030 Appointment of members and alternates.

The commission shall consist of eight members and eight alternates.

- A. Each city councilmember shall appoint two members to the commission; the mayor shall appoint two members from the city-at large. One appointment will be the voting member and the second appointment will be the alternate member.
- B. Alternate members may only have voting rights in the event that the regular members are absent from a commission vote.
 - 1. A majority shall constitute a quorum at any regular or special meeting of the commission. For this commission, a quorum is defined as five members.
 - 2. Immediate family members of city councilmembers and mayor shall not be eligible for appointment. (Ord. 4833 § 1, 2016)
- C. If the voting member resigns, the alternate shall be appointed into the position for the remainder of the term

2.60.040 Qualifications of commission members.

- A. Members and alternates must be current high school students at the time of appointment.
- B. Members and alternates must reside in the ward they represent, or in the ward their school is located.
- C. Members and alternates must have and maintain as close to a minimum 3.00 grade point average as possible during their tenure in the commission. (Ord. 4856 § 1, 2016; Ord. 4833 § 1, 2016)

2.060.050 Term of office.

- A. Members and alternates are appointed to a two-year term with the possibility of a one-year re-appointment.
- B. Each city councilmember and the mayor have the discretion to extend or terminate the terms for their appointed members and alternatives.
- C. During its first meeting of the calendar year, the commission shall elect a chair and co-chair among its appointed members for a term of one year.
- D. Any member and alternate may be removed from the commission as a result of any of the following:
 - 1. Continued absences from meetings or unexcused absences from three consecutive meetings. The city council may waive such removal for just cause;
 - 2. By the city councilmember or mayor that appointed them. (Ord. 4833 § 1, 2016)

2.60.060 Duties.

Generally, to identify the concerns and needs of local youth, including matters related to: recreational opportunities, park amenities, student safety, and volunteer opportunities with the city, and to:

- A. Develop and propose plans that support or improve such programs;
- B. Provide recommendations to the mayor and city council;
- C. Educate and inspire local youth involvement in relevant issues;
- D. Respond to requests on matters referred by the mayor and city council;
- E. Report to the mayor and city council, as requested;
- F. Identify outside funding sources, including grant opportunities, to achieve the commission's goals and objectives;
- G. Host an annual youth conference to identify local youth concerns and needs;
- H. Play an active role in Teen Government Day;
- I. Other appropriate actions to further the purpose of the commission. (Ord. 4833 § 1, 2016)

2.60.070 Meetings.

- A. The commission shall meet monthly. Members and alternates are required to attend every scheduled and special meeting.
- B. Commission meetings shall be subject to the Ralph M. Brown Act.
- C. Agendas and minutes of the commission shall be prepared by the city clerk, or designee, and filed with the city clerk.

D. Members and alternates shall communicate with the mayor and city council by:

1. Directly contacting their appointed councilmember;
2. Directly presenting at a city council meeting, as requested;
3. Indirect contact through the youth commission meeting minutes;
4. Providing an annual report to city council.

E. The city manager shall designate city staff to assist the youth commission with achieving its goals and objectives. (Ord. 4833 § 1, 2016)

2.60.080 Compensation/funding.

There is no monetary compensation for serving on the commission; however, members and alternates widely benefit by participating in active leadership roles, networking amongst civil leaders, making a difference in the community, and developing critical skills to solve real-world problems.

The commission will be funded by city council as is reasonably necessary to implement the goals and objectives of engaging and empowering local youth. (Ord. 4833 § 1, 2016)

Sarah Garas

Bakersfield City Council

June 17, 2019

Bakersfield Youth Commission Application

6. I read about the Bakersfield Youth Commission online. I was looking for ways to be involved with my community and I came across the website.

7. I would like to become part of the Youth Commission in order to be more aware of the problems in our society today, and help think of ways to solve them.

8. Some topics I would like to see addressed by the Youth Commission include: improving foster care, securing school campuses, providing ways for kids to become involved/interested in seeing their community grow, using solar energy instead of money on electricity, and raising awareness on mental illnesses such as anxiety and depression. For example, many kids don't know that anxiety and depression are serious illnesses and should be dealt with professionally. To deal with the matter, someone well educated on these topics should speak to teenagers and give them advice as well as guidance.

9. Extracurricular activities:

- volunteering at a pet hospital
- soccer teams
- Honors Academy
- Church - youth meetings
- PSAT prep

I plan on managing my time and planning my schedule in order to be prepared,
and on time, to all my meetings.

10. My mentor will be Mr. Root, the academic advisor from my school. His email is
groot@bakersfieldchristian.com. His Day phone number is: (661) 410 - 7000.

CITY OF BAKERSFIELD

AUG 23 2019

SUBMIT TO:

CITY CLERK'S OFFICE

City Clerk
City_clerk@bakersfieldcity.us
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: YES NO

RESIDENCE WARD: 1 2 3 4 5 6 7

SCHOOL WARD: 1 2 3 4 5 6 7

CITY OF BAKERSFIELD
YOUTH COMMISSION APPLICATION FOR APPOINTMENT

1. Student Name: Gurpriya Kaur
First Middle Last
2. Parent/Guardian Name: Jaswant Kaur
First Middle Last
3. Gender (Male/Female): Female
4. High School: Ridgeview High School
School Address: 8501 Stine Road
Bakersfield Kern CA 93313
City County State Zip
- Grade Level: 11 GPA: _____
5. Occupation (if applicable): _____
Company: _____
Hours per Week: _____
Address: _____

City County State Zip

Please note: You may be eligible to serve in several different positions. Please indicate which wards and positions you are most interested in serving in order of preference:

Ward:	Regular/Alternate Member (please circle one)
Ward:	Regular/Alternate Member (please circle one)
Ward:	Regular/Alternate Member (please circle one)
Ward:	Regular/Alternate Member (please circle one)

Please respond to the following supplemental questions on a separate sheet(s) of paper.

6. How did you hear about the Youth Commission?
7. Why would you like to become a Youth Commissioner?
8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

Authorization and Release

I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.



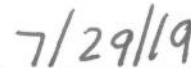
Signature of School Representative



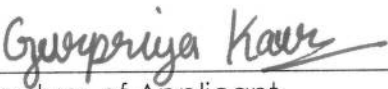
Date



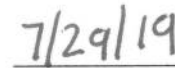
Signature of Applicant's Parent/Guardian



Date



Signature of Applicant



Date

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Applicant Contact Information

Date of Birth: 10-27-2002

Home Address: 9113 Jacob Street

Bakersfield

City

Kern

County

California

State

93313

Zip

Home Phone (661) 348-7000

Cell Phone (661) 979-9941

Email Address: gurpriya.kaur10@gmail.com

Recommender Contact Information

Name: Eva

First

Middle

Delgado

Last

Title: English Teacher

Organization: KHSD

Relationship to student: Teacher

E-mail: eva-delgado@Kernhigh.org

Day Phone: 661-398-3100

**CITY OF BAKERSFIELD
APPLICATION CHECKLIST**

The following checklist is intended to assist applicants during the application process.

Appropriate Review and Consideration (No Documentation Required)

- Review Youth Commission cover letter
- Review 2.60 in the Bakersfield Municipal Code (pages 5 – 7)
- Discuss time commitment with a parent(s) or guardian(s) and school representative

Required Items (Initial Submission):

- Complete Youth Commission application (pages 1 – 3), including required contact information and signatures
- Attach supplemental responses (questions 6 – 10)
- Attach letter of recommendation, including contact information

Required Items (if Recommended for Appointment):

- Provide current high school transcripts
- Attend a Youth Commission orientation

CITY OF BAKERSFIELD
CHAPTER 2.60 BAKERSFIELD YOUTH COMMISSION

2.60.010 Creation and purpose.

The city council creates an eight-member Bakersfield youth commission ("commission"). The city council also appoints the city manager, or designee, as the committee coordinator of the commission. The purpose of the commission is to engage and empower local youth in having a voice on relevant issues pertaining to municipal policies, programs, and projects. (Ord. 4833 § 1, 2016)

2.60.020 Application process.

Applications for the commission are available at the city clerk's office and require one letter of recommendation from a teacher, advisor, counselor, or coach. (Ord. 4833 § 1, 2016)

2.60.030 Appointment of members and alternates.

The commission shall consist of eight members and eight alternates.

- A. Each city councilmember shall appoint two members to the commission; the mayor shall appoint two members from the city-at large. One appointment will be the voting member and the second appointment will be the alternate member.
- B. Alternate members may only have voting rights in the event that the regular members are absent from a commission vote.
 - 1. A majority shall constitute a quorum at any regular or special meeting of the commission. For this commission, a quorum is defined as five members.
 - 2. Immediate family members of city councilmembers and mayor shall not be eligible for appointment. (Ord. 4833 § 1, 2016)
- C. If the voting member resigns, the alternate shall be appointed into the position for the remainder of the term

2.60.040 Qualifications of commission members.

- A. Members and alternates must be current high school students at the time of appointment.
- B. Members and alternates must reside in the ward they represent, or in the ward their school is located.
- C. Members and alternates must have and maintain as close to a minimum 3.00 grade point average as possible during their tenure in the commission. (Ord. 4856 § 1, 2016; Ord. 4833 § 1, 2016)

2.060.050 Term of office.

- A. Members and alternates are appointed to a two-year term with the possibility of a one-year re-appointment.
- B. Each city councilmember and the mayor have the discretion to extend or terminate the terms for their appointed members and alternatives.
- C. During its first meeting of the calendar year, the commission shall elect a chair and co-chair among its appointed members for a term of one year.
- D. Any member and alternate may be removed from the commission as a result of any of the following:
 - 1. Continued absences from meetings or unexcused absences from three consecutive meetings. The city council may waive such removal for just cause;
 - 2. By the city councilmember or mayor that appointed them. (Ord. 4833 § 1, 2016)

2.60.060 Duties.

Generally, to identify the concerns and needs of local youth, including matters related to: recreational opportunities, park amenities, student safety, and volunteer opportunities with the city, and to:

- A. Develop and propose plans that support or improve such programs;
- B. Provide recommendations to the mayor and city council;
- C. Educate and inspire local youth involvement in relevant issues;
- D. Respond to requests on matters referred by the mayor and city council;
- E. Report to the mayor and city council, as requested;
- F. Identify outside funding sources, including grant opportunities, to achieve the commission's goals and objectives;
- G. Host an annual youth conference to identify local youth concerns and needs;
- H. Play an active role in Teen Government Day;
- I. Other appropriate actions to further the purpose of the commission. (Ord. 4833 § 1, 2016)

2.60.070 Meetings.

- A. The commission shall meet monthly. Members and alternates are required to attend every scheduled and special meeting.
- B. Commission meetings shall be subject to the Ralph M. Brown Act.
- C. Agendas and minutes of the commission shall be prepared by the city clerk, or designee, and filed with the city clerk.

- D. Members and alternates shall communicate with the mayor and city council by:
1. Directly contacting their appointed councilmember;
 2. Directly presenting at a city council meeting, as requested;
 3. Indirect contact through the youth commission meeting minutes;
 4. Providing an annual report to city council.
- E. The city manager shall designate city staff to assist the youth commission with achieving its goals and objectives. (Ord. 4833 § 1, 2016)

2.60.080 Compensation/funding.

There is no monetary compensation for serving on the commission; however, members and alternates widely benefit by participating in active leadership roles, networking amongst civil leaders, making a difference in the community, and developing critical skills to solve real-world problems.

The commission will be funded by city council as is reasonably necessary to implement the goals and objectives of engaging and empowering local youth. (Ord. 4833 § 1, 2016)

August 20, 2019

To Whom It May Concern,

Gurpriya Kaur was in my English class during her freshman year here at Ridgeview High School. During that time, she showed to be a very enthusiastic person who was ready to learn and perform at her best as well as willingly to help others when the time arose.

Gurpriya has always challenged herself academically and was an active participant in the class discussions; she grasped material quickly and applied it to every assignment completed in class. She has superb organizational skills.

Gurpriya is also highly motivated in what she does outside of the school setting. She enjoys all the festivities and the responsibilities she has in her church. She usually told me all her stories on how she liked to help people.

Gurpriya would bring so much in whatever school he chooses to attend and whatever career path she chooses to be in. She definitely will be great to have in any program, such as Youth Commision because she is a dedicated and a kind individual who chosed to use her time to give to her community.

If you have any questions regarding Gurpriya's qualifications, please feel to contact me at (661)398-3100 or eva_delgado@kernhigh.org

Sincerely,

E Delgado

Eva Delgado

English Teacher

Ridgeview High School

Kaur 1

Gurpriya Kaur

8/19/19

Youth Commission -
Bakersfield Clerk office

Youth Commission - Supplementary Question

Hello, my name is Gurpriya Kaur. I am in 11th in Ridgeview High School. I am replying to Youth Commission Supplemental questions on these few pages.

I heard about the Youth Commissioner through news, that Youth Commission is an appeal for young Youth, and for our next generation needs a leader that can bring out the problems of the youth.

One of the community issues I would like to see addressed by Youth Commission is Sikh community cannot wear one of their "Articles of faith" which is Kirpan. This is because one side United States says we have the right to keep any religion but on

the other side sikh community adjust to rules what USA tells them to do. If you can not allow six inches kirpan (small dagger) but at least allow us to wear six centimeters, one to social security offices, citizenship offices, to the Airports and to middle and High Schools.

The second thing I want to point out is not every school or district have a punjabi Translator.

In school, I am involved in SHSS which is Sikh Honor and Service Society, by Jakhara movement. I am also involved in IT Academy and Link crew.

I am going to prepare for dedicating my time to the Commission's goals by doing time management, by communicating with other youth by physically and on social media. I will try to go to every events that include other youths and encourage them to share their problems without getting scared.

SUBMIT TO:

City Clerk
City_clerk@bakersfieldcity.us
1600 Truxtun Avenue
Bakersfield, CA 93301
(661) 326-3767 Phone No.
(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: **YES** NO

RESIDENCE WARD: 1 2 3 **4** 5 6 7

SCHOOL WARD: 1 2 3 4 **5** 6 7

CITY OF BAKERSFIELD

OCT 17 2019

**CITY OF BAKERSFIELD
YOUTH COMMISSION APPLICATION FOR APPOINTMENT**

CITY CLERK'S OFFICE

1. Student Name: Samuel Carlos Baldovinos
First Middle Last
2. Parent/Guardian Name: Carlos R. Baldovinos
First Middle Last
3. Gender (Male/Female): Male
4. High School: Bakersfield Christian
School Address: 12775 Stockdale Hwy
Bakersfield Kern CA 93314
City County State Zip
Grade Level: 11th GPA: 4.0
5. Occupation (if applicable): N/A
Company: _____
Hours per Week: _____
Address: _____
City County State Zip

Please respond to the following supplemental questions on a separate sheet(s) of paper.

6. How did you hear about the Youth Commission?
7. Why would you like to become a Youth Commissioner?
8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

Please attach to this application your responses to the supplemental questions and any additional information that you feel would be helpful in reviewing your qualifications. Also, please note that your transcripts will be requested by the City if you are recommended for the Youth Commission.

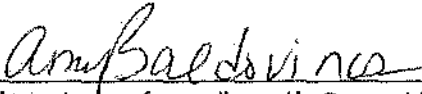
Authorization and Release

I have reviewed Chapter 2.60 in the Bakersfield Municipal Code, and understand the expectations of becoming a member or alternate of the Youth Commission. I have discussed the time commitment with my parent(s) or guardian(s) and school representative, and can commit a sufficient amount of time to the Youth Commission. I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature of School Representative

10/16/19

Date



Signature of Applicant's Parent/Guardian

10/16/19

Date



Signature of Applicant

10-17-19

Date

Note: This document is a public record and may be disclosed/released pursuant to the California Public Records Act.

Applicant Contact Information

Date of Birth: 4-21-03

Home Address: 213 El Rio Drive

Bakersfield Kern CA 93309
City County State Zip

Home Phone (661) 472-5759 Cell Phone (661) 472-5754

Email Address: sam.baldwin021@icloud.com

Recommender Contact Information

Name: Steven Chai
First Middle Last

Title: Teacher at BCHS

Organization: Bakersfield Christian High School

Relationship to student: Teacher

E-mail: Schai@bakersfieldchristian.org

Day Phone: 661-525-3226

**CITY OF BAKERSFIELD
APPLICATION CHECKLIST**

The following checklist is intended to assist applicants during the application process.

Appropriate Review and Consideration (No Documentation Required)

- Review Youth Commission cover letter
- Review 2.60 in the Bakersfield Municipal Code (pages 5 – 7)
- Discuss time commitment with a parent(s) or guardian(s) and school representative

Required Items (Initial Submission):

- Complete Youth Commission application (pages 1 – 3), including required contact information and signatures
- Attach supplemental responses (questions 6 – 10)
- Attach letter of recommendation, including contact information

Required Items (if Recommended for Appointment):

- Provide current high school transcripts
- Attend a Youth Commission orientation

**CITY OF BAKERSFIELD
CHAPTER 2.60 BAKERSFIELD YOUTH COMMISSION**

2.60.010 Creation and purpose.

The city council creates an eight-member Bakersfield youth commission ("commission"). The city council also appoints the city manager, or designee, as the committee coordinator of the commission. The purpose of the commission is to engage and empower local youth in having a voice on relevant issues pertaining to municipal policies, programs, and projects. (Ord. 4833 § 1, 2016)

2.60.020 Application process.

Applications for the commission are available at the city clerk's office and require one letter of recommendation from a teacher, advisor, counselor, or coach. (Ord. 4833 § 1, 2016)

2.60.030 Appointment of members and alternates.

The commission shall consist of eight members and eight alternates.

- A. Each city councilmember shall appoint two members to the commission; the mayor shall appoint two members from the city-at large. One appointment will be the voting member and the second appointment will be the alternate member.
- B. Alternate members may only have voting rights in the event that the regular members are absent from a commission vote.
 - 1. A majority shall constitute a quorum at any regular or special meeting of the commission. For this commission, a quorum is defined as five members.
 - 2. Immediate family members of city councilmembers and mayor shall not be eligible for appointment. (Ord. 4833 § 1, 2016)
- C. If the voting member resigns, the alternate shall be appointed into the position for the remainder of the term

2.60.040 Qualifications of commission members.

- A. Members and alternates must be current high school students at the time of appointment.
- B. Members and alternates must reside in the ward they represent or in the ward their school is located.
- C. Members and alternates must have and maintain as close to a minimum 3.00 grade point average as possible during their tenure in the commission. (Ord. 4856 § 1, 2016; Ord. 4833 § 1, 2016)

2.60.050 Term of office.

- A. Members and alternates are appointed to a two-year term with the possibility of a one-year re-appointment.

- B. Each city councilmember and the mayor have the discretion to extend or terminate the terms for their appointed members and alternatives.
- C. During its first meeting of the calendar year, the commission shall elect a chair and co-chair among its appointed members for a term of one year.
- D. Any member and alternate may be removed from the commission as a result of any of the following:
 - 1. Continued absences from meetings or unexcused absences from three consecutive meetings. The city council may waive such removal for just cause;
 - 2. By the city councilmember or mayor that appointed them. (Ord. 4833 § 1, 2016)

2.60.060 Duties.

Generally, to identify the concerns and needs of local youth, including matters related to: recreational opportunities, park amenities, student safety, and volunteer opportunities with the city, and to:

- A. Develop and propose plans that support or improve such programs;
- B. Provide recommendations to the mayor and city council;
- C. Educate and inspire local youth involvement in relevant issues;
- D. Respond to requests on matters referred by the mayor and city council;
- E. Report to the mayor and city council, as requested;
- F. Identify outside funding sources, including grant opportunities, to achieve the commission's goals and objectives;
- G. Host an annual youth conference to identify local youth concerns and needs;
- H. Play an active role in Teen Government Day;
- I. Other appropriate actions to further the purpose of the commission. (Ord. 4833 § 1, 2016)

2.60.070 Meetings.

- A. The commission shall meet monthly. Members and alternates are required to attend every scheduled and special meeting.
- B. Commission meetings shall be subject to the Ralph M. Brown Act.
- C. Agendas and minutes of the commission shall be prepared by the city clerk, or designee, and filed with the city clerk.
- D. Members and alternates shall communicate with the mayor and city council by:
 - 1. Directly contacting their appointed councilmember;

2. Directly presenting at a city council meeting, as requested;
 3. Indirect contact through the youth commission meeting minutes;
 4. Providing an annual report to city council.
- E. The city manager shall designate city staff to assist the youth commission with achieving its goals and objectives. (Ord. 4833 § 1, 2016)

2.60.080 Compensation/funding.

There is no monetary compensation for serving on the commission; however, members and alternates widely benefit by participating in active leadership roles, networking amongst civil leaders, making a difference in the community, and developing critical skills to solve real-world problems.

The commission will be funded by city council as is reasonably necessary to implement the goals and objectives of engaging and empowering local youth. (Ord. 4833 § 1, 2016)

Sam Carlos Baldovinos
 213 El Rio Drive
 Bakersfield, CA 93309
 Grade Level: 10th Grade



Bakersfield Christian High School
 12775 Stockdale Hwy
 Bakersfield, CA 93314
 661-410-7000

School Year: 2018 - 2019

Academics

S1 Semester 1

Term GPA: 4.00

		T1	F1	S1
The Bible as Literature	Pitcher	A	A	A
Intro. to World Literature & Composition (H)	Montecino	B	B	B
Spanish 2	Wallace	A	A	A
Geometry (H)	Fulce	B	D	B
Biology	Belden	A	C	B
World History (H)	Brewer	A	A	A
Forensics	Stump	A		A

Honor Roll

S1 Semester 1

President's Honor Roll

GPA (Grade Point Average) determinations receive the following quality points.

Advanced Placement & Honors	College Preparatory
A = 5 Quality Points	A = 4 Quality Points
B = 4 Quality Points	B = 3 Quality Points
C = 3 Quality Points	C = 2 Quality Points
D = 1 Quality Point	D = 1 Quality Point
F = 0 Quality Points	F = 0 Quality Points
WF = 0 Quality Points	WF = 0 Quality Points

Term GPA displayed is Weighted.

The following grades are excluded from GPA determination

P = Participation
 Pass = Pass
 Fail = Fail
 W = Withdrawal
 REP = Repeat
 I = Incomplete

Note to Parent(s)/Guardian(s):

Student Aid, Athletic, and Work Experience credit will be awarded at the end of the semester. If you have questions regarding this report, please contact the VP of Academic Growth, Mr. Root, at 661-410-7000 ext. 5511 or by email at groot@bakersfieldchristian.com.

Sam Carlos Baldovinos
 213 El Rio Drive
 Bakersfield, CA 93309
 Grade Level: 10th Grade



Bakersfield Christian High School
 12775 Stockdale Hwy
 Bakersfield, CA 93314
 661-410-7000

School Year: 2018 - 2019

Academics

S2 Semester 2

Term GPA: 4.00

		T2	F2	S2
The Bible as Literature	Pitcher	A	B	A
Intro. to World Literature & Composition (H)	Montecino	A	A	A
Spanish 2	Wallace	A	A	A
Geometry (H)	Fulce	B	F	C
Biology	Belden	B	B	B
World History (H)	Brewer	A	A	A
PE Athletics - Spring	Van Der Schaaf	A		A
PE Athletics - Winter	Van Der Schaaf	A		A
Forensics	Stump	A		A

Honor Roll

S2 Semester 2

President's Honor Roll

GPA (Grade Point Average) determinations receive the following quality points:

Advanced Placement & Honors	College Preparatory
A = 5 Quality Points	A = 4 Quality Points
B = 4 Quality Points	B = 3 Quality Points
C = 3 Quality Points	C = 2 Quality Points
D = 1 Quality Point	D = 1 Quality Point
F = 0 Quality Points	F = 0 Quality Points
WF = 0 Quality Points	WF = 0 Quality Points

Term GPA displayed is Weighted.

The following grades are excluded from GPA determination.

P = Participation
 Pass = Pass
 Fail = Fail
 W = Withdrawal
 REP = Repeat
 I = Incomplete

Note to Parent(s)/Guardian(s):
 Student Aid, Athletic, and Work Experience credit will be awarded at the end of the semester. If you have questions regarding this report, please contact the VP of Academic Growth, Mr. Root, at 661-410-7000 ext. 5511 or by email at groot@bakersfieldchristian.com

**SB****SAMUEL CARLOS
BALDOVINOS/BCHS 11TH**

OBJECTIVE

Doing an internship like this is an amazing opportunity that cannot be turned down. Above all, I want to do this internship over summer and learn many outstanding skills like leadership, independence, and creativeness. Also, I just want to be in an environment like this that is completely beneficial to me as it will help me become smarter and a more sophisticated individual.

EXPERIENCE

I have been very fortunate to be on multiple athletic teams during my 2 years of high school. With this, I have won the Rock Award for my JV basketball team this last season which represented strong leadership and a positive influence. Also important, the BCHS Administration has chosen me and allowed me to be apart in leading people in multiple leadership events and programs. This has included leading a group of 7th and 8th grade students on a tour of BCHS to promote the amazing high school and having a student from Thailand to shadow me for 3 days to get to experience an American high school and American curriculum and education. Equally important, I joined the BCHS Forensics team this 2018-2019 school year and placed 13th in Parli Valley pre-quals and then went to Valley for Parli later in March of this year for qualifying. I have also placed 10th and 7th in Congress tournaments back in September and November of 2018. I was also nominated for an award and will receive it 5-13-19 for my academic work in a certain department.

**EMAIL****TWITTER HANDLE****TELEPHONE****LINKEDIN URL**

**SB**

SAMUEL CARLOS BALDOVINOS/BCHS 10TH

understand and get to know people better and leads to friendships. Lastly, I accept anything with a great attitude. Having an attitude like this leads to productivity and just to overall enjoy and learn what I am doing.

multiple times a year. I have accumulated over 60 community service hours in just 2 years at BCHS. Serving at the Mission has allowed me to see what it means to be unselfish, serve others, and be involved in the community. I will continue to serve at the Mission for the rest of high school and as long as I can. I am also seeking to serve at other organizations and outreaches. Lastly, I am a student leader at my church, Canyon Hills Assembly of God, and go to the youth group nearly every Wednesday night. This has been one of the most beneficial activities and roles I have had this year. This has given me the amazing opportunity to talk to many students and fellow high schoolers. This has built up my communication and social skills as I have gotten to know people by talking to them on a weekly basis.

If you have any further questions, please feel free to contact me at: sam.baldovinos21@icloud.com or at 661-472-5754



EMAIL



TWITTER HANDLE



TELEPHONE



LINKEDIN URL

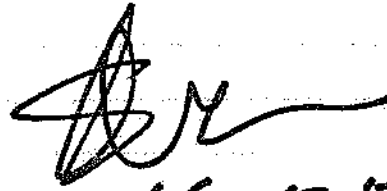
Youth Commission Administration

Samuel Baldwins

6. I first heard about Youth Commission when I was an intern at Vince Fong's office over the summer 2019. Fellow interns who told me were Eric and Riley. Then, later on my dad heard about it from Mayor Goh and told me about it.
7. I have always been big and expressing when it comes to opportunities. The Youth Commission is one of those opportunities that I see and realize I need to take grasp of. Additionally, the Youth Commission is full of learning about leadership and becoming a better leader. Both of those aspects I want to have and be more developed; that can all happen if I become a Youth Commissioner.
8. Some specific community and youth issues include poverty, homelessness, drug addiction, and crime. All of these issues are very broad but they can be addressed. I look at things like poverty, addiction, and crime being linked. For instance, when one is both poverty stricken and have an addiction, they are more likely to commit crimes, due to being in such a low state without hope. This ~~per~~ unfortunate link and problems can be addressed by a tighter control with law enforcement and governmental housing (lower housing prices). It may not completely solve these problems; but it can be done.
9. I am in swim, water polo, basketball, run the mission club at school, and debate throughout the whole

school year, I will prepare and dedicate time to meet the Commission's goals by simply carving out time in my week to make sure these goals are accomplished.

10. My mentor will be Mr. Stephen Chai - AP United States teacher. Info:



661-525-3226

December 3, 2019

Dear Mayor Karen Goh,

It is with great pleasure that I am writing this letter of recommendation for Sam Baldovinos. I have worked closely with him in academic and athletic settings over the years. He is an outstanding student and leader at Bakersfield Christian High School. He has a strong work ethic that is demonstrated in his classwork, projects and community service efforts that we completed in our Bakersfield Christian High School (BCHS) Forensics class. He is the type of student a teacher can depend on to be reliable, thorough and diligent. I was always able to count on him to complete his debate and speech assignments on time and in an in-depth manner. With our deadlines and projects, he was a student I would often call upon to lead other students. He is one of my top varsity level debaters earning one of the top ten Congressional debater spots in Kern County. I can state with the utmost confidence that he is an individual you would be thankful to have as a member of your leadership team because of his high productivity and integrity. In addition to his leadership skills that he demonstrates in the classroom he also exercises these skills in other political settings serving as an intern for State Assemblyman Vince Fong and others.

In addition to working with him in the classroom he also played other sports with his years of schooling at BCBS. He is a very talented player that the coaches and players would rely on in their competitive tournaments and games through out each season. Beyond just being a talented player, he is extremely caring and thoughtful towards his teammates and coaches. He exemplified outstanding qualities as a player and a mentor to the other players. He was gracious in difficult matches never losing his composure and professionalism with his teammates and his opponents in both academic and athletic environments. I envision these qualities being a tremendous asset to a leadership program team. Please do not hesitate to contact me with any additional questions regarding this outstanding candidate. It is an honor and a privilege to have the opportunity to watch how he will be using his gifts and talents to serve his community and others in the future. He is fully prepared to become enrolled in a leadership program where he will continue to be trained up to serve others and his community in instrumental ways. It is an honor and a privilege to work with such a fine young man who shows such great promise as a future leader in our community and our country.

Sincerely,

Jillian Stump

BCBS Teacher and Vanderbilt Doctoral Student in Educational Leadership

Applicant Contact Information

Date of Birth: 4-21-03

Home Address: 213 El Rio Drive

Bakersfield, Kern CA 93309
City County State Zip

Home Phone (661) 472-5754 Cell Phone (661) 472-5759

Email Address: crLsBald@aol.com

• Recommender Contact Information

Name: Jillian Stump
First Middle Last

Title: jstump - Forensics Teacher

Organization: Bakersfield Christian High School

Relationship to student: teacher

E-mail: jstump@bakersfieldchristian.com

Day Phone: 661-410-7000



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 9/26/2019

WARD:

SUBJECT: Approval of the minutes of the November 20, 2019, Regular City Council Meetings.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
☐ Minutes	Backup Material



BAKERSFIELD CITY COUNCIL MINUTES MEETING OF NOVEMBER 20, 2019

Council Chambers, City Hall, 1501 Truxtun Avenue
Regular Meetings- 3:30 p.m. and 5:15 p.m.

REGULAR MEETING -3:30 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Smith, Freeman

Absent: Weir, Sullivan

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

- a. 2019-20 Council Goals Update
(Staff recommends Council receive and file.)

Assistant City Clerk Legge announced a staff memorandum was received regarding item 3.a., transmitting a report of department activity updates to complement the City Council Goals update presentation.

Administrative Analyst Carrier made staff comments and provided a PowerPoint presentation.

Motion by Vice-Mayor Parlier to receive and file the report. Motion passed with Councilmembers Weir and Sullivan absent.

4. CLOSED SESSION

- a. Conference with Legal Counsel — Existing Litigation; Closed session pursuant to Government Code section 54956.9(d)(1) regarding *Magalee Y. Araus, et al vs. Steven Donald Brewster; City of Bakersfield*, Kern County Superior Court Case No. BCV-18-101835

Motion by Vice-Mayor Parlier to adjourn to Closed Session at 4:05 p.m. Motion passed with Councilmembers Weir and Sullivan absent.

The Closed Session meeting was adjourned at 4:20 p.m.

Meeting reconvened at 5:14 p.m.

5. CLOSED SESSION ACTION

- a. Conference with Legal Counsel — Existing Litigation; Closed session pursuant to Government Code section 54956.9(d)(1) regarding *Magalee Y. Araus, et al vs. Steven Donald Brewster; City of Bakersfield*, Kern County Superior Court Case No. BCV-18-101835

By a unanimous vote, the City Attorney was given direction, with Councilmembers Weir and Sullivan absent.

6. ADJOURNMENT

Mayor Goh adjourned the 3:30 p.m. meeting at 5:15 p.m.

SPECIAL MEETING- 5:15 p.m.

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Smith, Freeman

Absent: Weir, Sullivan

2. INVOCATION

by Rabbi Schlanger, Chabad of Bakersfield.

3. PLEDGE OF ALLEGIANCE

by Aleyna Young and Katie Yackovich, Centennial High School Girls Varsity Tennis Captains.

Mayor Goh presented Ms. Young and Ms. Yackovich with a certificate and a medal in recognition of their achievement as CIF Central Section Team Academic Fall Champions.

4. PRESENTATIONS

- a. Check presentation of \$500 for Spring term sponsorship, by Rob Duchow, Public Affairs Manager for Kern County and Antelope Valley Southern California Gas Company, to Heather Pennella, Chair of Keep Bakersfield Beautiful.

Ms. Pennella accepted the check and made comments.

5. PUBLIC STATEMENTS

- a. Kern County Supervisor David Couch expressed the County's willingness to cooperate with the City of Bakersfield to address Homelessness.

5. PUBLIC STATEMENTS continued

Councilmember Rivera requested staff explore the possibility of a partnership with the County of Kern on their homeless facility near Golden State Avenue.

Councilmember Rivera requested staff begin discussions with The Mission at Kern County and the Bakersfield Homeless Center about the possibility of expanding the amount of emergency beds provided.

- b. The following individuals spoke regarding the importance of an emergency low barrier homeless shelter and encouraged the Council to act on this matter before the January 22, 2020 meeting: Nick Ortiz, Greater Bakersfield Chamber of Commerce; Cassie Bittle (submitted written material); Blair Budai; and Jim Wheeler, Flood Bakersfield Ministries.

Councilmember Gonzales requested staff include the following information in their analysis at the January City Council meeting: the number of beds each potential location will hold and how many it will add to the entire system; and each location's capacity to provide space for additional support services.

6. WORKSHOPS

None.

7. APPOINTMENTS

None.

8. CONSENT CALENDAR

(Staff recommends adoption of Consent Calendar items.)

Minutes:

- a. Approval of the minutes of the November 6, 2019, Regular City Council Meeting.

Payments:

- b. Receive and file department payments from October 25, 2019, to November 7, 2019, in the amount of \$15,375,901.05; Self Insurance payments from October 25, 2019, to November 7, 2019, in the amount of \$277,141.25; totaling \$15,653,042.30.

Ordinances:

8. CONSENT CALENDAR continued

Resolutions:

c. SEIU Labor:

1. Resolution approving the Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits.

RES 179-19

2. Amendment No. 25 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.

RES 44-93(25)

- d. Resolution adopting a Recruitment and Retention Incentive for Incumbents of the Police Trainee position for the Bakersfield Police Department.

RES 180-19

- e. Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:

1. Area 3-114 (9801 Compagnoni Street) – Ward 7

RES 181-19

2. Area 4-203 (314 H Street) – Ward 2

RES 182-19

3. Area 5-101 (Tract 7322 – Berkshire Road approximately 1000' east of South H Street) – Ward 7

RES 183-19

4. Area 5-102 (4915 South H Street) – Ward 7

RES 184-19

5. Area 5-103 (52 Planz Road) – Ward 1

RES 185-19

- f. Resolution of Intention (ROI) #2028 to add Area 4-204 (625 34th Street) to the Consolidated Maintenance District and preliminarily approving, confirming, and adopting the Public Works Director's Report.

ROI 2028

8. CONSENT CALENDAR continued

Agreements:

- g. Agreement with Kern County Forensic Services, LLC (\$220,000) for sexual assault examinations.

AGR 19-218

- h. Amendment No. 4 to Agreement No. 15-290 with Servexo Protective Services (not to exceed \$179,444 annually and to extend term for an additional year) to provide daily 24-hour onsite security services at the Bakersfield Amtrak Station.

AGR 15-290(4)

- i. Amendment No. 1 to Agreement No. 18-188 with EMTS, Inc. (\$58,704; revised not to exceed \$117,408 and extend term by one year), to provide landscape maintenance services at Wastewater Treatment Plant No. 3.

AGR 18-188(1)

- j. Amendment No. 1 to Agreement No. 18-199 with SC Fuels (\$1,250,000; revised not to exceed \$2,250,000 and extend the term one year) for supply of partial/bob-tail fuel deliveries.

AGR 18-199(1)

- k. Amendment No. 2 to Agreement No. 17-203 with Pinnacle Petroleum, Inc. (\$2,500,000; revised not to exceed \$7,500,000, and extend the term one year), for supply of tractor/trailer fuel deliveries.

AGR 17-203(2)

- l. Amendment No. 3 to Agreement No. 17-007 with Target Specialty Products (\$150,000, revised not to exceed \$550,000 and extend the term one year) to continue the supply of chemical, insecticides, and herbicides.

AGR 17-007(3)

- m. Amendment No. 1 to Agreement No. 17-192 with Meyer Civil Engineering, Inc. (\$50,000; revised not to exceed \$250,000), to provide on-call construction inspection services for development projects and the Capital Improvement Program.

AGR 17-192(1)

- n. Contract Change Order Nos. 133, 175, and 185 to Agreement No. 14-241 with Security Paving Company (\$19,787.36; revised not to exceed \$89,534,495.33) for the Beltway Operational Improvements Project.

AGR 14-241 CCO 133, CCO 175, CCO 185

8. CONSENT CALENDAR continued

Bids:

- o. Accept bid and approve contract with MD Concrete Cutting & Demolition (not to exceed \$101,040) for the Silver Creek Park pool deck repairs.

AGR 19-219

Miscellaneous:

- p. Appropriate \$256,134 Transportation Development Act Article 3 (TDA 3) grant funds to the Public Works Department's Capital Improvement Program budget in the Bikeway and Pedestrian Pathway Fund for the following projects: Pedestrian Improvements (Brundage Lane); Downtown Bicycle Parking; Downtown Pedestrian Outreach; Pedestrian Count-down Timers (15 intersections within the City of Bakersfield); Kern River Bikepath Rehabilitation (Beach Park to Manor Street); and Pedestrian Improvements (L Street).
- q. Authorize the Finance Director to write off accounts receivable in various funds totaling \$3,546.64 and forward non bankrupt accounts to a collection agency for additional collection efforts.

Successor Agency Business:

Public Safety/Vital Services Measure:

- r. Accept and approve Design Consultant Agreement with Verde Design (\$584,051) for the Master Plan Update and Design Services for the Kaiser Permanente Sports Village Phase 4.

AGR 19-220

Assistant City Clerk Legge announced a staff memorandum was received regarding item 8.c., transmitting revisions to the Memorandum of Understanding between the City and the employees of the Blue and White Collar units; and an additional memorandum was received regarding item 8.r., transmitting a copy of the agreement with Contractor signatures.

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.r. Motion passed with Councilmembers Weir and Sullivan absent.

9. CONSENT CALENDAR PUBLIC HEARINGS

None.

10. HEARINGS

None.

11. REPORTS

None.

12. DEFERRED BUSINESS

None.

13. NEW BUSINESS

- a. Wastewater Revenue Refunding Bonds
(Staff recommends approval of action plan and of the related agreements.)

1. Approve plan directing staff to move forward with refinancing of Wastewater Revenue Refunding Bonds, Series 2015A.
2. Agreement with Kutak Rock LLP in the amount of \$100,000 for Special Bond Counsel services associated with financial planning for the proposed tax exempt forward refunding of Wastewater Revenue Refunding Bonds.

AGR 19-221

3. Amend agreement with Nixon Peabody, LLP for Disclosure Counsel services adding the Wastewater Revenue Refunding Bonds to existing contract for a total not to exceed amount of \$90,000.

AGR 19-222

Finance Director McKeegan made staff comments and provided a PowerPoint presentation.

Motion by Vice-Mayor Parlier to approve the staff recommendation. Motion passed with Councilmembers Weir and Sullivan absent.

14. COUNCIL AND MAYOR STATEMENTS

Councilmember Rivera asked staff to reach out to Lillie Parker, from the Bakersfield Senior Center, to address concerns with the facility's roof.

Councilmember Smith requested staff explore the possibility of a partnership with the Bakersfield Homeless Center to expand their facility as a possible solution to the homelessness crisis.

Councilmember Smith requested staff include safety improvements to the Allen Road Bridge in next year's budget.

15. ADJOURNMENT

Mayor Goh adjourned the meeting at 6:05 p.m.

KAREN GOH

MAYOR of the City of Bakersfield

ATTEST:

JULIE DRIMAKIS, CMC

CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 11/22/2019

WARD:

SUBJECT: Receive and file department payments from November 8, 2019 to November 21, 2019 in the amount of \$22,357,063.77, Self Insurance payments from November 8, 2019 to November 21, 2019, in the amount of \$672,830.55, totaling \$23,029,894.32.

STAFF RECOMMENDATION:

Staff recommends receiving and filing the report.

BACKGROUND:

In accordance with Bakersfield Municipal Code Section 2.08.020 the Finance Director must report the city's disbursements periodically to the City Council.

ATTACHMENTS:

Description	Type
1-AP Check Register Admin 12-11-2019	Backup Material
2-EAP Check Register Admin 12-11-2019	Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699131	28	A C ELECTRIC COMPANY	Nov 14, 2019	\$6,397.50
699132	18484	A T & T	Nov 14, 2019	\$9,788.03
699133	25208	ACCESS CONTROLS INC	Nov 14, 2019	\$290.00
699134	79	ADVANCE MUFFLER	Nov 14, 2019	\$110.00
699135	25365	AECOM TECHNICAL SERVICES INC	Nov 14, 2019	\$31,143.39
699136	21341	AEG MANAGEMENT BAKERSFIELD LLC	Nov 14, 2019	\$33,000.00
699137	30647	ALDACO, JULIE	Nov 14, 2019	\$1,617.73
699138	27589	ALL AMERICAN GLASS	Nov 14, 2019	\$895.00
699139	160	ALL THAT LETTERING SIGN COMPNY	Nov 14, 2019	\$986.60
699140	30609	ALMAZAN, PATIENCE	Nov 14, 2019	\$165.00
699141	23588	ALUMINUM CHUCK WAGON	Nov 14, 2019	\$674.93
699142	30586	ALVARADO, INO	Nov 14, 2019	\$462.00
699143	987	AMERICAN FABRICATION	Nov 14, 2019	\$1,769.62
699144	27366	AMERICAN MESSAGING	Nov 14, 2019	\$217.98
699145	26835	AMERICAN RED CROSS-HEALTH &	Nov 14, 2019	\$210.00
699146	29827	AMS LEGAL SUPPORT SERVICES INC	Nov 14, 2019	\$125.00
699147	30648	ANGLIN, DOUG	Nov 14, 2019	\$388.57
699148	1049	APPLIED LNG TECHNOLOGIES LLC	Nov 14, 2019	\$14,576.43
699149	30584	ASELA ENVIRONMENTAL INC	Nov 14, 2019	\$8,105.00
699150	30536	AZTEC CONTAINER	Nov 14, 2019	\$10,770.88
699151	18644	BAGBY, CHRISTOPHER	Nov 14, 2019	\$291.00
699152	16927	BAIER, BABETTE	Nov 14, 2019	\$291.00
699153	30290	BAKERSFIELD AUTO PARTS	Nov 14, 2019	\$1,450.58
699154	675	BAKERSFIELD CALIFORNIAN	Nov 14, 2019	\$450.00
699155	19911	BAKERSFIELD HARLEY DAVIDSON INC	Nov 14, 2019	\$100.00
699156	10320	BAKERSFIELD HOMELESS CENTER	Nov 14, 2019	\$48,246.00
699157	13592	BAKERSFIELD IRRIGATION	Nov 14, 2019	\$595.62
699158	875	BAKERSFIELD TRUCK CENTER	Nov 14, 2019	\$620.08
699159	877	BAKERSFIELD WELL & PUMP	Nov 14, 2019	\$8,262.59
699160	557	BARC	Nov 14, 2019	\$33,529.70
699161	13424	BARNES WELDING SUPPLY	Nov 14, 2019	\$252.90
699162	18398	BATTERY SYSTEMS INC	Nov 14, 2019	\$96.32
699163	30324	BEAR AG	Nov 14, 2019	\$544.30
699164	306	BEARCAT MFG INC	Nov 14, 2019	\$480.99
699165	30649	BELL, WILLIAM	Nov 14, 2019	\$770.00
699166	30446	BERNAL, ALEX	Nov 14, 2019	\$252.00
699167	29237	BLACK, JOHNNY	Nov 14, 2019	\$84.00
699168	21172	BLACKHOLE TECHNOLOGIES INC	Nov 14, 2019	\$1,089.59
699169	15538	BOLLES NURSERY LANDSCAPE	Nov 14, 2019	\$1,081.08
699170	22817	BORN AGAIN BODYWORKS	Nov 14, 2019	\$1,043.21
699171	19303	BRIGHT HOUSE NETWORKS	Nov 14, 2019	\$144.98
699172	1271	BROCKS TRAILER	Nov 14, 2019	\$7,419.66
699173	16565	BTE COMMUNICATIONS	Nov 14, 2019	\$195.70
699174	10267	BUDGET BOLT INC	Nov 14, 2019	\$330.77
699175	29802	BULLOCK, JACQUELINE	Nov 14, 2019	\$168.00
699176	22565	BURTCH CONSTRUCTION INC	Nov 14, 2019	\$3,391.79
699177	30657	CAL-OSHA PENALTIES	Nov 14, 2019	\$27,475.00
699178	1694	CALIFORNIA WATER SERVICE	Nov 14, 2019	\$6,255.90
699179	27476	CARTER, ADELINA	Nov 14, 2019	\$500.00
699180	1803	CASCADE FIRE EQUIPMENT CO	Nov 14, 2019	\$1,512.16
699181	1888	CHAMPION HARDWARE	Nov 14, 2019	\$179.91
699182	23786	CHART INDUSTRIES	Nov 14, 2019	\$48.12
699183	30650	CHAVEZ, KAYLA	Nov 14, 2019	\$451.99
699184	1924	CHESTER AVENUE BRAKE & SUPPLY	Nov 14, 2019	\$288.78

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699185	29155	CHITWOOD, KEITH	Nov 14, 2019	\$607.50
699186	18957	CLARK, ALEXANDER J.	Nov 14, 2019	\$220.00
699187	2050	CLIFFORD & BROWN	Nov 14, 2019	\$11,334.97
699188	30616	COAST APPLIANCE PARTS CO	Nov 14, 2019	\$141.81
699189	11167	COLES ENVIRONMENTAL	Nov 14, 2019	\$225.00
699190	27509	CONTRERAS, ANGEL	Nov 14, 2019	\$378.00
699191	4433	COUNTY OF KERN ENVIRONMENTAL	Nov 14, 2019	\$11,280.48
699192	26461	COURTS AND GREENS INC	Nov 14, 2019	\$413.00
699193	10285	CRIDER CONSTRUCTION INC	Nov 14, 2019	\$14,116.32
699194	27839	CRITTERS WITHOUT LITTERS	Nov 14, 2019	\$2,680.00
699195	27218	CUMMINS PACIFIC LLC	Nov 14, 2019	\$2,153.62
699196	25337	DAVES FLEET MAINT & TOWING INC	Nov 14, 2019	\$37.00
699197	29256	DEWITZ, JEFF	Nov 14, 2019	\$84.00
699198	28574	DR RONALD OSTROM	Nov 14, 2019	\$1,000.00
699199	16954	DRAGOUN, SCOTT T	Nov 14, 2019	\$220.00
699200	19322	DRAKE, SCOTT	Nov 14, 2019	\$107.17
699201	18544	DUANE MORRIS LLP	Nov 14, 2019	\$62,906.25
699202	2752	ELBERT DISTRIBUTING	Nov 14, 2019	\$503.09
699203	10037	MISCELLANEOUS TRUST VENDOR	Nov 14, 2019	\$400.00
699204	2811	ENTENMANN ROVIN CO	Nov 14, 2019	\$407.57
699205	2901	FEDEX	Nov 14, 2019	\$33.21
699206	19657	FIRST CHOICE SERVICES INC	Nov 14, 2019	\$512.35
699207	25339	FLEET SERVICES TOWING INC	Nov 14, 2019	\$74.00
699208	29238	FOX, PERRY	Nov 14, 2019	\$588.00
699209	13278	FS3 INC	Nov 14, 2019	\$573.00
699210	29092	GEI CONSULTANTS INC	Nov 14, 2019	\$2,957.52
699211	28064	GENERAL TREE SERVICE INC	Nov 14, 2019	\$6,083.00
699212	3358	GILLIAM & SONS INC	Nov 14, 2019	\$59,127.50
699213	28898	GODINEZ LAW	Nov 14, 2019	\$3,412.58
699214	3403	GOLDEN STATE PETERBILT	Nov 14, 2019	\$1,858.20
699215	28955	GRACE TO GLORY LANDSCAPING	Nov 14, 2019	\$350.00
699216	3450	GRANITE CONSTRUCTION INC	Nov 14, 2019	\$92,945.96
699217	29082	GRANITE DATA SOLUTIONS	Nov 14, 2019	\$25,384.53
699218	3452	GRAYBAR ELECTRIC COMPANY	Nov 14, 2019	\$80.33
699219	21540	GREAT WESTERN RECREATION LLC	Nov 14, 2019	\$174.25
699220	21689	GRIEGO, CECELIA	Nov 14, 2019	\$500.00
699221	3511	GRIFFITH COMPANY INC	Nov 14, 2019	\$1,245,212.60
699222	24693	GRUBBS, JOSH	Nov 14, 2019	\$252.00
699223	24139	GUTIERREZ TIRE & WHEEL INC	Nov 14, 2019	\$2,483.50
699224	3569	H & S BODY WORKS & TOWING	Nov 14, 2019	\$74.00
699225	30000	H&H AUTO PARTS WHOLESALE	Nov 14, 2019	\$220.07
699226	3593	HALL LETTER SHOP	Nov 14, 2019	\$131.60
699227	30651	HALLE, TERRY	Nov 14, 2019	\$273.47
699228	3660	HARBOR FREIGHT TOOLS	Nov 14, 2019	\$98.83
699229	30371	HOGAN, ALEX	Nov 14, 2019	\$625.00
699230	30391	HOME DEPOT PRO	Nov 14, 2019	\$2,206.58
699231	70556	HOPPER PROPERTIES LLC	Nov 14, 2019	\$608.00
699232	10037	MISCELLANEOUS TRUST VENDOR	Nov 14, 2019	\$444.00
699233	18263	HUB CONSTRUCTION SPECIALTIES INC	Nov 14, 2019	\$847.52
699234	3929	HYDRAULIC CONTROLS INC	Nov 14, 2019	\$48.94
699235	19632	INSIGHT ENVIRONMENTAL CONSULTANTS	Nov 14, 2019	\$236.25
699236	28451	INTERNATIONAL COATINGS CO INC	Nov 14, 2019	\$25,035.64
699237	24099	J GARCIA TRUCKING INC	Nov 14, 2019	\$4,350.00
699238	30395	JAB COMMUNICATIONS INC	Nov 14, 2019	\$13,441.40

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699239	147	JIM ALFTER CEMENT CONTRACTOR	Nov 14, 2019	\$11,400.00
699240	4243	JORGENSEN & CO	Nov 14, 2019	\$194.23
699241	19554	K & R TOWING	Nov 14, 2019	\$74.00
699242	27250	KARISH INDUSTRIES	Nov 14, 2019	\$2,494.89
699243	26044	KENNEDY, AARON	Nov 14, 2019	\$3,520.00
699244	7492	KERN MACHINERY INC	Nov 14, 2019	\$1,439.79
699245	4680	KERN RIVER POWER EQUIPMENT INC	Nov 14, 2019	\$1,297.37
699246	4701	KERN SPRINKLER LANDSCAPING INC	Nov 14, 2019	\$135,343.90
699247	4861	KISCO SALES INC	Nov 14, 2019	\$191.75
699248	4277	KME FIRE APPARATUS	Nov 14, 2019	\$627.85
699249	4944	KWIK SIGNS INC	Nov 14, 2019	\$137.09
699250	28610	LAND F/X	Nov 14, 2019	\$600.00
699251	23743	LANDSCAPE DEVELOPMENT INC	Nov 14, 2019	\$875.00
699252	25309	LANGO, PETER M	Nov 14, 2019	\$378.00
699253	30135	LEE ANDREWS GROUP	Nov 14, 2019	\$1,821.04
699254	22408	LEHR AUTO ELECTRIC	Nov 14, 2019	\$221.83
699255	28755	LEVEL 3 COMMUNICATIONS LLC	Nov 14, 2019	\$2,090.02
699256	12177	LIFESIGNS INC	Nov 14, 2019	\$150.00
699257	28745	LIGHTING IN STYLE	Nov 14, 2019	\$1,325.77
699258	5133	LOOP ELECTRIC INC	Nov 14, 2019	\$7,425.00
699259	13442	LORMAN EDUCATION SERVICES	Nov 14, 2019	\$1,515.52
699260	30321	MANNING, JUSTIN	Nov 14, 2019	\$210.00
699261	30652	MARASIGAN, VANNI	Nov 14, 2019	\$127.85
699262	30326	MARLOW WHITE UNIFORMS INC	Nov 14, 2019	\$32,611.00
699263	16016	MCINTOSH & ASSOCIATES	Nov 14, 2019	\$5,351.50
699264	28760	MEDIWASTE DISPOSAL LLC	Nov 14, 2019	\$35.00
699265	7064	MERCHANTS PRINTING & ENVELOPE	Nov 14, 2019	\$471.91
699266	18520	METROPOLITAN RECYCLING LLC	Nov 14, 2019	\$77,845.16
699267	19252	MEYER CIVIL ENGINEERING INC	Nov 14, 2019	\$5,920.00
699268	24077	MICHEL AUTO TECH	Nov 14, 2019	\$95.00
699269	1316	MICHELIN NORTH AMERICA INC	Nov 14, 2019	\$13,945.32
699270	27634	MID VALLEY PUBLISHING	Nov 14, 2019	\$308.00
699271	5547	MINUTEMAN PRESS	Nov 14, 2019	\$837.34
699272	28768	MKN & ASSOCIATES INC	Nov 14, 2019	\$2,821.01
699273	29570	MOTOPOST	Nov 14, 2019	\$9,620.63
699274	885	MSC INDUSTRIAL SUPPLY CO INC	Nov 14, 2019	\$30.10
699275	5790	MUXLOW CONSTRUCTION	Nov 14, 2019	\$2,450.00
699276	30588	MY JOB DEPENDS ON AG MAGAZINE	Nov 14, 2019	\$500.00
699277	5870	NB SALES & SERVICES	Nov 14, 2019	\$347.07
699278	264	OFFICE DEPOT BUSINESS SERVICES	Nov 14, 2019	\$118.71
699279	29342	OSBORNE, THOMAS LANCE	Nov 14, 2019	\$274.17
699280	14515	OXLEY'S PEST CONTROL INC	Nov 14, 2019	\$90.00
699281	25286	PAC-VAN	Nov 14, 2019	\$107.18
699282	25076	PAPE KENWORTH	Nov 14, 2019	\$44.88
699283	13209	PARKHOUSE TIRE INC	Nov 14, 2019	\$1,616.04
699284	20828	PARSONS TRANSPORTATION GROUP INC	Nov 14, 2019	\$213,510.31
699285	25270	PENINSULA MESSENGER INC	Nov 14, 2019	\$473.01
699286	29465	PEREZ, ASHLEIGH	Nov 14, 2019	\$1,364.00
699287	6376	PIONEER PAINT	Nov 14, 2019	\$3,593.99
699288	6682	RAYMONDS TROPHY AND AWARDS	Nov 14, 2019	\$70.36
699289	28480	READY REFRESH	Nov 14, 2019	\$563.27
699290	28837	RICHARDS CRANE SERVICE LLC	Nov 14, 2019	\$2,273.52
699291	29257	RIVERA, FRANCISCO	Nov 14, 2019	\$147.00
699292	6617	RLH FIRE PROTECTION	Nov 14, 2019	\$561.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699293	30080	RODRIGUEZ, PATRICIA	Nov 14, 2019	\$165.00
699294	6915	ROUND-UP FEED AND PET SUPPLY	Nov 14, 2019	\$173.71
699295	27439	SALAZAR, NOEMI	Nov 14, 2019	\$165.00
699296	27205	SALCIDO, DANIEL	Nov 14, 2019	\$84.00
699297	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 14, 2019	\$23,163.00
699298	30349	SCHINDLER ELEVATOR CORPORATION	Nov 14, 2019	\$10,762.06
699299	21489	SCP DISTRIBUTORS LLC	Nov 14, 2019	\$2,414.84
699300	70554	SECURE HOOK DECKS & SCAFFOLDING	Nov 14, 2019	\$2,680.00
699301	20978	SIEMENS INDUSTRY INC	Nov 14, 2019	\$1,837.00
699302	7434	SMART & FINAL IRIS COMPANY	Nov 14, 2019	\$212.38
699303	22473	SOILS ENGINEERING INC	Nov 14, 2019	\$26,722.50
699304	29897	SOLUTIONS	Nov 14, 2019	\$4,828.07
699305	11907	SPARKLETT/SIERRA SPRINGS	Nov 14, 2019	\$383.17
699306	28163	SWITZER, PHILIP	Nov 14, 2019	\$315.00
699307	25853	TAGRS LLC	Nov 14, 2019	\$15,000.00
699308	29053	TATES JANITORIAL SERVICE	Nov 14, 2019	\$8,522.50
699309	29696	TEAMSIDELINE.COM	Nov 14, 2019	\$3,397.00
699310	27973	TEMPEST INTERACTIVE MEDIA LLC	Nov 14, 2019	\$200.00
699311	17153	TERMINIX INTERNATIONAL INC	Nov 14, 2019	\$137.00
699312	70555	TETRA TECH CONSTRUCTION INC	Nov 14, 2019	\$8,967.71
699313	19961	THE HON COMPANY-C/O STINSONS	Nov 14, 2019	\$596.50
699314	22218	TOPETE, LUIS	Nov 14, 2019	\$165.00
699315	21369	TRANS-WEST SECURITY INC	Nov 14, 2019	\$11,956.26
699316	20359	TURF STAR INC	Nov 14, 2019	\$756.84
699317	96	TYACK TIRES INC	Nov 14, 2019	\$171.62
699318	584	ULINE SHIPPING SUPPLY	Nov 14, 2019	\$2,268.78
699319	8319	UNITED PARCEL SERVICE	Nov 14, 2019	\$3.14
699320	10428	UNITED REFRIGERATION INC	Nov 14, 2019	\$501.16
699321	13920	UNITED SITE SERVICES OF CA INC	Nov 14, 2019	\$1,369.56
699322	8520	VALLEY POWER SYSTEMS, INC	Nov 14, 2019	\$2,134.04
699323	19844	VAN WYK, MITCH	Nov 14, 2019	\$8,506.50
699324	26060	VANGUARD CLEANING SYSTEMS INC	Nov 14, 2019	\$1,126.75
699325	1286	VBI PAINTING	Nov 14, 2019	\$18,054.69
699326	28738	VONDOHLEN, LACEY	Nov 14, 2019	\$1,364.00
699327	20679	VULCAN INDUSTRIES INC	Nov 14, 2019	\$59,640.57
699328	28739	WESTAIR GASES & EQUIPMENT INC	Nov 14, 2019	\$120.89
699329	26447	WESTCOAST HYDRAULICS	Nov 14, 2019	\$5,182.18
699330	21212	WHITE CAP CONSTRUCTION SUPPLY	Nov 14, 2019	\$222.96
699331	18790	WINSTON WATER SERVICES	Nov 14, 2019	\$845.00
699332	9244	ZEP MANUFACTURING COMPANY	Nov 14, 2019	\$951.50
699333	28544	ZOLL MEDICAL CORPORATION	Nov 14, 2019	\$130.57
699334	25879	ZOOM IMAGING SOLUTIONS, INC.	Nov 14, 2019	\$386.93
699335	17204	4 IMPRINT INC	Nov 14, 2019	\$198.81
699339	78	ADVANCED DISTRIBUTION CO	Nov 14, 2019	\$14,504.55
699341	8530	AMERIPRIDE UNIFORM SERVICES	Nov 14, 2019	\$2,665.36
699342	16602	ASCE MEMBERSHIP	Nov 14, 2019	\$1,166.95
699343	70441	BOARD OF STATE & COMM CORRECTIONS	Nov 14, 2019	\$159.40
699353	10623	CALIFORNIA DEPARTMENT OF TAX AND	Nov 14, 2019	\$6,729.00
699357	1696	CALIFORNIA WATER SERVICE	Nov 14, 2019	\$55,084.35
699358	11937	CITY OF BAKERSFIELD	Nov 14, 2019	\$0.00
699359	12161	D O D CONSTRUCTION	Nov 14, 2019	\$152,479.18
699360	30646	EMMA KIAIE AND THE PARRIS LAW FIRM	Nov 14, 2019	\$355,198.76
699362	3427	GRAINGER INC, W W	Nov 14, 2019	\$5,336.90
699365	7933	HOME DEPOT	Nov 14, 2019	\$6,815.54

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699368	4740	KERN TURF SUPPLY	Nov 14, 2019	\$6,646.35
699371	15624	LOWE'S HOME IMPROVEMENT	Nov 14, 2019	\$3,878.35
699372	12273	NATIONAL NOTARY ASSOCIATION	Nov 14, 2019	\$102.00
699374	24279	O'REILLY AUTO PARTS	Nov 14, 2019	\$541.07
699375	18230	OILDALE MUTUAL WATER COMPANY	Nov 14, 2019	\$41.50
699376	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 14, 2019	\$16,699.11
699377	26506	ROBERTS CONSULTING GROUP INC	Nov 14, 2019	\$10,000.00
699378	7509	SOCALGAS	Nov 14, 2019	\$216.05
699379	30312	T-MOBILE	Nov 14, 2019	\$24.83
699380	12654	MISC ASSESSMENT DISTRICT VENDR	Nov 15, 2019	\$54.20
699381	11937	CITY OF BAKERSFIELD	Nov 15, 2019	\$246.12
699382	11937	CITY OF BAKERSFIELD	Nov 15, 2019	\$43,058.00
699383	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Nov 15, 2019	\$14,120.43
699384	10211	BAKERSFIELD FIREMEN	Nov 15, 2019	\$10,051.72
699385	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 15, 2019	\$7,772.48
699386	10203	BAKERSFIELD POLICE BENEFIT	Nov 15, 2019	\$25,368.48
699387	10205	MUTUAL BENEFIT ASSOCIATION	Nov 15, 2019	\$1,891.59
699388	26810	RELIASTAR LIFE INSURANCE CO	Nov 15, 2019	\$1,826.06
699389	22324	SEIU LOCAL 521	Nov 15, 2019	\$15,156.17
699390	537	A T & T	Nov 21, 2019	\$1,160.14
699391	80	ACTION SPORTS	Nov 21, 2019	\$1,846.65
699392	28221	ADAMS, CODI J	Nov 21, 2019	\$120.00
699393	29326	ADAMSON, JUSTIN	Nov 21, 2019	\$125.00
699394	28318	ADVANCED CARE WELLNESS M C S LLC	Nov 21, 2019	\$879.00
699395	81	ADVANCED DATA STORAGE INC	Nov 21, 2019	\$122.50
699396	25365	AECOM TECHNICAL SERVICES INC	Nov 21, 2019	\$12,327.73
699397	23257	ALHAMBRA FOUNDRY CO, LTD	Nov 21, 2019	\$25,438.75
699398	24462	ALIANZA RECYCLING & RECOVERY LLC	Nov 21, 2019	\$98.78
699399	19496	ALL PRO CLEANING SERVICE	Nov 21, 2019	\$860.00
699400	160	ALL THAT LETTERING SIGN COMPNY	Nov 21, 2019	\$276.03
699401	29956	ALLIED NETWORK SOLUTIONS INC	Nov 21, 2019	\$1,813.19
699402	26713	ALTA PLANNING & DESIGN INC	Nov 21, 2019	\$4,920.75
699403	15461	ALVIDREZ, TONY M	Nov 21, 2019	\$26.33
699404	988	AMERICAN HEALTHCARE PRODUCTS	Nov 21, 2019	\$943.07
699405	359	ANDERSON, ALLEN M	Nov 21, 2019	\$6.13
699406	11517	ANSON, GARY	Nov 21, 2019	\$18.18
699407	1049	APPLIED LNG TECHNOLOGIES LLC	Nov 21, 2019	\$11,750.73
699408	24927	ARRIBILLAGA, ROSEMARIE	Nov 21, 2019	\$42.50
699409	28692	ARVIZU, CARLOS	Nov 21, 2019	\$297.00
699410	30584	ASELA ENVIRONMENTAL INC	Nov 21, 2019	\$24,090.00
699411	240	B & G MACHINE & WELDING	Nov 21, 2019	\$943.80
699412	675	BAKERSFIELD CALIFORNIAN	Nov 21, 2019	\$541.44
699413	10320	BAKERSFIELD HOMELESS CENTER	Nov 21, 2019	\$10,926.78
699414	23342	BAKERSFIELD LOCK AND SAFE CO INC	Nov 21, 2019	\$125.00
699415	10037	MISCELLANEOUS TRUST VENDOR	Nov 21, 2019	\$400.00
699416	70249	BAKERSFIELD PLUMBING CO INC	Nov 21, 2019	\$1,000.00
699417	875	BAKERSFIELD TRUCK CENTER	Nov 21, 2019	\$115.85
699418	20289	BAKERSFIELD VETERINARY HOSPITAL INC	Nov 21, 2019	\$275.00
699419	13424	BARNES WELDING SUPPLY	Nov 21, 2019	\$73.44
699420	21032	BEAGLEY, PETER	Nov 21, 2019	\$297.00
699421	27805	BEESON, TYLER	Nov 21, 2019	\$1,364.00
699422	28231	BIG BRAND TIRE & SERVICE	Nov 21, 2019	\$587.59
699423	23444	BILLINGSLEY, MATTHEW	Nov 21, 2019	\$1,446.85
699424	1111	BLACKBURN, CLEO	Nov 21, 2019	\$26.33

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699425	21172	BLACKHOLE TECHNOLOGIES INC	Nov 21, 2019	\$365.04
699426	1175	BOBS WHOLESALE AUTO GLASS	Nov 21, 2019	\$175.00
699427	15538	BOLLES NURSERY LANDSCAPE	Nov 21, 2019	\$184.04
699428	28586	BONILLA, NATHANIEL	Nov 21, 2019	\$125.00
699429	22817	BORN AGAIN BODYWORKS	Nov 21, 2019	\$1,043.21
699430	25308	BORTON PETRINI LLC	Nov 21, 2019	\$87.24
699431	17192	BOWEN, CECIL	Nov 21, 2019	\$35.05
699432	70217	BRADLEY & GMELICH	Nov 21, 2019	\$111.80
699433	1249	BRANDCO	Nov 21, 2019	\$601.37
699434	20485	BREWER, DANIEL	Nov 21, 2019	\$289.00
699435	19303	BRIGHT HOUSE NETWORKS	Nov 21, 2019	\$183.83
699436	1292	BROWN ARMSTRONG	Nov 21, 2019	\$2,700.00
699437	10267	BUDGET BOLT INC	Nov 21, 2019	\$442.14
699438	27810	BURDICK, ZACHARY	Nov 21, 2019	\$726.00
699439	23090	BURTONS FIRE INC	Nov 21, 2019	\$2,152.04
699440	27294	C S C D A	Nov 21, 2019	\$1,111.50
699441	1463	CADENA, JAKE	Nov 21, 2019	\$26.33
699442	1477	CAL VALLEY EQUIPMENT INC	Nov 21, 2019	\$566.92
699443	12366	CALIFORNIA ASSOCIATION OF CODE	Nov 21, 2019	\$950.00
699444	1694	CALIFORNIA WATER SERVICE	Nov 21, 2019	\$11,414.85
699445	1771	CARROLL, EUGENE J	Nov 21, 2019	\$13.07
699446	1888	CHAMPION HARDWARE	Nov 21, 2019	\$3,789.44
699447	2016	CLARK PEST CONTROL INC	Nov 21, 2019	\$120.00
699448	29966	CODE PUBLISHING COMPANY	Nov 21, 2019	\$132.25
699449	12236	COLBURN, NORMA	Nov 21, 2019	\$42.50
699450	25038	CONFIDENCE UST SERVICES INC	Nov 21, 2019	\$196.00
699451	2224	CORE, FLORN R	Nov 21, 2019	\$42.50
699452	12532	COUNTY OF KERN INFORMATION	Nov 21, 2019	\$12,000.00
699453	10697	CRAWFORD, KAREN	Nov 21, 2019	\$4.42
699454	10285	CRIDER CONSTRUCTION INC	Nov 21, 2019	\$15,608.00
699455	30662	CRUZ, GUSTAVO	Nov 21, 2019	\$125.00
699456	2253	CULLIGAN WATER CONDITIONING	Nov 21, 2019	\$50.80
699457	27218	CUMMINS PACIFIC LLC	Nov 21, 2019	\$899.26
699458	26895	DE LAGE LANDEN INC	Nov 21, 2019	\$599.86
699459	2435	DE LAURIE, JERRY	Nov 21, 2019	\$13.07
699460	19613	DE SOTO SALES INC	Nov 21, 2019	\$64.34
699461	11271	DEPARTMENT OF TRANSPORTATION	Nov 21, 2019	\$11,523.90
699462	26925	DIAMOND HARDWOODS	Nov 21, 2019	\$213.16
699463	19982	DIAZ, TIMOTHY	Nov 21, 2019	\$297.00
699464	2630	DOYLE, MIKE	Nov 21, 2019	\$32.64
699465	16511	EAN SERVICES LLC	Nov 21, 2019	\$3,555.70
699466	2752	ELBERT DISTRIBUTING	Nov 21, 2019	\$494.19
699467	27467	EMERGENCY VEHICLE OUTFITTERS	Nov 21, 2019	\$1,177.89
699468	10037	MISCELLANEOUS TRUST VENDOR	Nov 21, 2019	\$400.00
699469	29111	ENVIROTEK CORPORATION	Nov 21, 2019	\$2,452.07
699470	2901	FEDEX	Nov 21, 2019	\$17.12
699471	20844	FERGUSON, PRAET & SHERMAN	Nov 21, 2019	\$7,346.35
699472	13056	FICK, MARK	Nov 21, 2019	\$200.00
699473	28511	FIRST ADVANTAGE BACKGROUND	Nov 21, 2019	\$220.78
699474	19657	FIRST CHOICE SERVICES INC	Nov 21, 2019	\$33.99
699475	11696	FRALEY, DEBORAH	Nov 21, 2019	\$18.18
699476	29826	FWD MG INC	Nov 21, 2019	\$90.93
699477	12947	GALAGAZA, ANTHONY	Nov 21, 2019	\$165.00
699478	28064	GENERAL TREE SERVICE INC	Nov 21, 2019	\$8,775.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699479	12742	GEORGE, PRESTON	Nov 21, 2019	\$26.33
699480	3360	GILLBURG, GEORGE	Nov 21, 2019	\$26.33
699481	3358	GILLIAM & SONS INC	Nov 21, 2019	\$38,894.00
699482	3403	GOLDEN STATE PETERBILT	Nov 21, 2019	\$1,320.63
699483	30467	GPS LOCKBOX	Nov 21, 2019	\$50,127.50
699484	28955	GRACE TO GLORY LANDSCAPING	Nov 21, 2019	\$400.00
699485	3452	GRAYBAR ELECTRIC COMPANY	Nov 21, 2019	\$4,481.42
699486	21040	GREGORY, MATTHEW	Nov 21, 2019	\$289.00
699487	24247	GREGS PETROLEUM SERVICES INC	Nov 21, 2019	\$148.96
699488	21689	GRIEGO, CECILIA	Nov 21, 2019	\$166.88
699489	3511	GRIFFITH COMPANY INC	Nov 21, 2019	\$1,548,719.81
699490	24139	GUTIERREZ TIRE & WHEEL INC	Nov 21, 2019	\$2,390.76
699491	3569	H & S BODY WORKS & TOWING	Nov 21, 2019	\$37.00
699492	30000	H&H AUTO PARTS WHOLESALE	Nov 21, 2019	\$1,524.31
699493	25970	HACKER, ROBERT	Nov 21, 2019	\$42.50
699494	162	HADDAD DODGE	Nov 21, 2019	\$780.43
699495	3593	HALL LETTER SHOP	Nov 21, 2019	\$487.75
699496	11942	HALL, DENNIS	Nov 21, 2019	\$26.33
699497	19076	HANSSENS MOVING & STORAGE INC	Nov 21, 2019	\$337.50
699498	3660	HARBOR FREIGHT TOOLS	Nov 21, 2019	\$20.32
699499	22893	HARLESS, TRAVIS	Nov 21, 2019	\$289.00
699500	10037	MISCELLANEOUS TRUST VENDOR	Nov 21, 2019	\$451.37
699501	30282	HAUS CONSTRUCTION INC	Nov 21, 2019	\$98,043.80
699502	3770	HERRERA, FRANK R	Nov 21, 2019	\$26.11
699503	3568	HPS MECHANICAL INC	Nov 21, 2019	\$6,032.78
699504	24241	HUB INTERNATIONAL	Nov 21, 2019	\$133.20
699505	11438	HUNTINGTON, LORRAINE	Nov 21, 2019	\$25.41
699506	14936	INTERNATIONAL CODE COUNCIL	Nov 21, 2019	\$2,356.80
699507	24099	J GARCIA TRUCKING INC	Nov 21, 2019	\$2,550.00
699508	70465	JEFFRIES BROTHERS INC	Nov 21, 2019	\$613.21
699509	24194	JOHNSON, CLARISSE	Nov 21, 2019	\$26.33
699510	18653	JONES, JAMES	Nov 21, 2019	\$289.00
699511	21945	JUAREZ, FELIPE	Nov 21, 2019	\$289.00
699512	28989	K & I SERVICES INC	Nov 21, 2019	\$1,788.00
699513	19554	K & R TOWING	Nov 21, 2019	\$217.00
699514	27671	KELLER, MAXINE	Nov 21, 2019	\$42.50
699515	22379	KEMIRA WATER SOLUTIONS INC	Nov 21, 2019	\$6,829.35
699516	4435	KERN COUNTY CLERKS	Nov 21, 2019	\$200.00
699517	4500	KERN COUNTY FIRE DEPARTMENT	Nov 21, 2019	\$40,494.61
699518	4529	KERN COUNTY PUBLIC WORKS	Nov 21, 2019	\$162,715.72
699519	4439	KERN COUNTY WASTE MANAGEMENT	Nov 21, 2019	\$116,322.27
699520	4577	KERN DELTA WATER DIST	Nov 21, 2019	\$71,830.48
699521	7492	KERN MACHINERY INC	Nov 21, 2019	\$1,889.75
699522	26248	KERN PRINT SERVICES INC	Nov 21, 2019	\$620.24
699523	4677	KERN REFUSE DISPOSAL, INC	Nov 21, 2019	\$7,025.00
699524	4680	KERN RIVER POWER EQUIPMENT INC	Nov 21, 2019	\$607.53
699525	20757	KERNDATA.COM	Nov 21, 2019	\$230.00
699526	28770	KIDZ LOVE SOCCER	Nov 21, 2019	\$819.00
699527	4836	KING DOOR INC	Nov 21, 2019	\$545.00
699528	21175	KISBEY, KAREN	Nov 21, 2019	\$13.07
699529	4861	KISCO SALES INC	Nov 21, 2019	\$10.48
699530	4277	KME FIRE APPARATUS	Nov 21, 2019	\$52.89
699531	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Nov 21, 2019	\$82.49
699532	10417	KOGA INSTITUTE	Nov 21, 2019	\$5,000.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699533	14219	L A GRINDING INC	Nov 21, 2019	\$80.00
699534	30593	LEHIGH OUTFITTERS LLC	Nov 21, 2019	\$610.32
699535	30408	LESAR DEVELOPMENT CONSULTANTS	Nov 21, 2019	\$4,692.00
699536	25066	LEXISNEXIS RISK DATA MGMT	Nov 21, 2019	\$9,449.61
699537	25044	LEXISNEXIS RISK SOLUTIONS INC	Nov 21, 2019	\$1,239.90
699538	5133	LOOP ELECTRIC INC	Nov 21, 2019	\$2,720.00
699539	5163	LOPEZ, FRANK	Nov 21, 2019	\$26.33
699540	30659	LOPEZ, RICK RICARDO	Nov 21, 2019	\$868.39
699541	22497	M & J HANDIMAN HENRY	Nov 21, 2019	\$400.00
699542	18492	M & S SECURITY SERVICES	Nov 21, 2019	\$1,296.00
699543	24061	MAHAFFEY, BOBBY	Nov 21, 2019	\$26.33
699544	30660	MARQUEZ, CHRISTIAN	Nov 21, 2019	\$220.00
699545	5262	MARTIN, LYLE	Nov 21, 2019	\$132.00
699546	5265	MARTINUSEN, TREVER	Nov 21, 2019	\$165.00
699547	20156	MEAD & HUNT INC	Nov 21, 2019	\$6,977.00
699548	7064	MERCHANTS PRINTING & ENVELOPE	Nov 21, 2019	\$1,136.21
699549	14119	METRO RECORD STORAGE INC	Nov 21, 2019	\$330.00
699550	26501	MFASCO HEALTH & SAFETY	Nov 21, 2019	\$49.52
699551	10037	MISCELLANEOUS TRUST VENDOR	Nov 21, 2019	\$223.92
699552	1316	MICHELIN NORTH AMERICA INC	Nov 21, 2019	\$13,644.33
699553	5547	MINUTEMAN PRESS	Nov 21, 2019	\$128.79
699554	25111	MIWALL CORPORATION	Nov 21, 2019	\$2,700.48
699555	28984	MORALES & MORALES GARDENING	Nov 21, 2019	\$1,550.00
699556	5681	MOSS, ROBERT B JR	Nov 21, 2019	\$154.25
699557	5688	MOTION INDUSTRIES INC	Nov 21, 2019	\$286.05
699558	10600	MOYER, MICKEY D.	Nov 21, 2019	\$42.50
699559	29828	MT POSO COGENERATION COMPANY LLC	Nov 21, 2019	\$650.00
699560	28735	MULLAHEY CDJR	Nov 21, 2019	\$23,484.84
699561	30091	NAPA TRUCK & TRAILER	Nov 21, 2019	\$1,437.14
699562	24309	NAVIGATORS PRINT & DESIGN, INC	Nov 21, 2019	\$108.25
699563	22058	NET TRANSCRIPTS, INC.	Nov 21, 2019	\$496.50
699564	5896	NEWTON, KENNETH RAY	Nov 21, 2019	\$12.85
699565	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Nov 21, 2019	\$16,448.00
699566	24167	NOLTE ASSOCIATES INC	Nov 21, 2019	\$90,109.25
699567	20361	NOSSAMAN LLP	Nov 21, 2019	\$4,512.25
699568	28687	NV5 INC	Nov 21, 2019	\$453,349.03
699569	30170	O RAND, BOB L	Nov 21, 2019	\$26.33
699570	24279	O'REILLY AUTO PARTS	Nov 21, 2019	\$398.51
699571	5963	OFFENBURGER, BILL	Nov 21, 2019	\$42.50
699572	10361	OPEN & SHUT ENTERPRISES	Nov 21, 2019	\$85.00
699573	22301	OVERLAND PACIFIC & CUTLER INC	Nov 21, 2019	\$84,812.98
699574	27975	OWEN, M ROSE	Nov 21, 2019	\$6.13
699575	29655	P & A ADMINISTRATION SERVICES INC	Nov 21, 2019	\$2,209.93
699576	29655	P & A ADMINISTRATION SERVICES INC	Nov 21, 2019	\$1,356.37
699577	29655	P & A ADMINISTRATION SERVICES INC	Nov 21, 2019	\$3,326.40
699578	21047	PAIZ, ALEXANDER	Nov 21, 2019	\$297.00
699579	12580	PEERY, MATTHEW	Nov 21, 2019	\$297.00
699580	30410	PENA, JOSHUA	Nov 21, 2019	\$2,544.00
699581	11451	PHILLIPS, SHIRLEY A	Nov 21, 2019	\$4.42
699582	30661	PINEDO, ARCADIO	Nov 21, 2019	\$125.00
699583	6376	PIONEER PAINT	Nov 21, 2019	\$4,738.52
699584	29074	PLURALSIGHT LLC	Nov 21, 2019	\$21,552.00
699585	30189	PRIETO, JONATHAN	Nov 21, 2019	\$125.00
699586	20415	PROFORCE LAW ENFORCEMENT INC	Nov 21, 2019	\$17,834.19

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699587	24435	PROVANTAGE CORP	Nov 21, 2019	\$645.27
699588	30502	PROVIDENCE STRATEGIC CONSULTING INC	Nov 21, 2019	\$4,091.44
699589	12132	QUON, MICHAEL F	Nov 21, 2019	\$35.05
699590	15119	RAMIREZ, DARIN A	Nov 21, 2019	\$125.00
699591	20713	RANDY'S TOWING LLC	Nov 21, 2019	\$776.00
699592	3249	RAY GASKIN SERVICE INC	Nov 21, 2019	\$250.25
699593	6682	RAYMONDS TROPHY AND AWARDS	Nov 21, 2019	\$106.62
699594	28480	READY REFRESH	Nov 21, 2019	\$85.82
699595	19224	REDFLEX INC	Nov 21, 2019	\$62,247.48
699596	29567	RICHARDI, PHILIP	Nov 21, 2019	\$2,289.00
699597	6617	RLH FIRE PROTECTION	Nov 21, 2019	\$328.00
699598	28060	ROBERTS, EMMA	Nov 21, 2019	\$42.50
699599	70148	RODRIGUEZ & ASSOCIATES	Nov 21, 2019	\$229.32
699600	13860	RUETTIGERS & SCHULER CIVIL ENG	Nov 21, 2019	\$905.00
699601	18072	SAFETY TEK INDUSTRIES INC	Nov 21, 2019	\$440.04
699602	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 21, 2019	\$925.85
699603	21418	SANTANA, ADRIAN PEREZ	Nov 21, 2019	\$119.06
699604	27361	SC FUELS	Nov 21, 2019	\$14,599.22
699605	21489	SCP DISTRIBUTORS LLC	Nov 21, 2019	\$245.32
699606	22839	SECURITY PAVING CO, INC	Nov 21, 2019	\$11,048,315.36
699607	7283	SEQUOIA PAINT COMPANY INC	Nov 21, 2019	\$367.23
699608	7337	SHERFY, ROBERT M.	Nov 21, 2019	\$35.05
699609	7357	SHERMAN, THOMAS	Nov 21, 2019	\$26.33
699610	7351	SHIPES, HENRY	Nov 21, 2019	\$26.33
699611	7434	SMART & FINAL IRIS COMPANY	Nov 21, 2019	\$169.15
699612	28669	SOFTWARE ONE INC	Nov 21, 2019	\$3,004.86
699613	23456	SORENSEN, VERNON MD INC	Nov 21, 2019	\$1,584.00
699614	11907	SPARKLETT'S/SIERRA SPRINGS	Nov 21, 2019	\$838.29
699615	21402	SPARTAN INC	Nov 21, 2019	\$49.29
699616	17986	SPRINT/NEXTEL COMMUNICATIONS	Nov 21, 2019	\$97.02
699617	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 21, 2019	\$239.88
699618	11624	STARBUCK, RYAN	Nov 21, 2019	\$932.69
699619	28923	STARS AND STRIPES	Nov 21, 2019	\$2,000.00
699620	25604	STAY GREEN INC	Nov 21, 2019	\$1,200.00
699621	16783	SWRCB ACCOUNTING OFFICE	Nov 21, 2019	\$5,907.00
699622	28832	T-MOBILE USA	Nov 21, 2019	\$561.00
699623	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Nov 21, 2019	\$342.38
699624	26279	TENTER, CHRISTI	Nov 21, 2019	\$100.72
699625	17153	TERMINIX INTERNATIONAL INC	Nov 21, 2019	\$225.00
699626	20357	TEUTIMEZ, DONALD	Nov 21, 2019	\$25.41
699627	12235	TOO FAT SANDWICHES	Nov 21, 2019	\$859.47
699628	15426	TORRES, FRED	Nov 21, 2019	\$289.00
699629	26861	TORRES, SHIRLEY	Nov 21, 2019	\$26.33
699630	70200	TRINITY SAFETY CO	Nov 21, 2019	\$252.77
699631	96	TYACK TIRES INC	Nov 21, 2019	\$1,139.83
699632	28411	TYO, ROBERT	Nov 21, 2019	\$726.00
699633	15212	U.S. BEHAVIORAL HEALTH PLAN	Nov 21, 2019	\$2,447.20
699634	13920	UNITED SITE SERVICES OF CA INC	Nov 21, 2019	\$137.45
699635	24193	URSIN, MARGARET	Nov 21, 2019	\$42.50
699636	17442	VALLEY ACHIEVEMENT CENTER	Nov 21, 2019	\$500.00
699637	29174	VALLIANT, JOHN	Nov 21, 2019	\$1.31
699638	29270	VASQUEZ, FRED	Nov 21, 2019	\$125.00
699639	21608	VERDUZCO, JOSE L	Nov 21, 2019	\$125.00
699640	17940	VINCENT, LESLIE	Nov 21, 2019	\$6.83

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699641	25591	WASTEQUIP LLC	Nov 21, 2019	\$11,716.60
699642	27623	WATTS, BRANDY	Nov 21, 2019	\$150.00
699643	8936	WESTERN EXTERMINATOR COMPANY	Nov 21, 2019	\$2,700.00
699644	29951	WESTERN REFINING CO LP	Nov 21, 2019	\$15,340.40
699645	21212	WHITE CAP CONSTRUCTION SUPPLY	Nov 21, 2019	\$589.23
699646	20165	WILLDAN ENGINEERING	Nov 21, 2019	\$840.00
699647	15380	WILLIAMS, ISABEL	Nov 21, 2019	\$26.33
699648	9052	WISHAM, DARLENE	Nov 21, 2019	\$26.33
699649	30161	WOODS, RYAN ROBERT	Nov 21, 2019	\$91.88
699650	26909	YORK RISK SERVICES GROUP INC	Nov 21, 2019	\$18,299.17
699651	17150	ZAMBRANO, SERGIO	Nov 21, 2019	\$125.00
699652	18167	ZAP MANUFACTURING INC	Nov 21, 2019	\$1,230.85
699653	28854	3C PAYMENT (USA) CORP	Nov 21, 2019	\$100.00
699654	6129	A T & T	Nov 21, 2019	\$220.51
699657	78	ADVANCED DISTRIBUTION CO	Nov 21, 2019	\$7,059.39
699661	8530	AMERIPRIDE UNIFORM SERVICES	Nov 21, 2019	\$4,323.38
699662	10351	BOWMAN ASPHALT	Nov 21, 2019	\$65,574.24
699667	1696	CALIFORNIA WATER SERVICE	Nov 21, 2019	\$87,016.59
699668	2050	CLIFFORD & BROWN	Nov 21, 2019	\$17,500.00
699669	2469	DEPARTMENT OF JUSTICE	Nov 21, 2019	\$778.00
699670	30089	DR. MARTIN LUTHER KING COMMITTEE	Nov 21, 2019	\$250.00
699671	26312	EPIC AVIATION INC	Nov 21, 2019	\$198.04
699672	3122	FRED PRYOR SEMINARS	Nov 21, 2019	\$128.00
699674	30589	FRUIT GROWERS LABORATORY INC	Nov 21, 2019	\$4,779.00
699677	3427	GRAINGER INC, W W	Nov 21, 2019	\$6,300.42
699679	3450	GRANITE CONSTRUCTION INC	Nov 21, 2019	\$313,128.81
699681	3488	GREENFIELD COUNTY WATER DIST	Nov 21, 2019	\$1,538.08
699682	3511	GRIFFITH COMPANY INC	Nov 21, 2019	\$32,088.99
699686	7933	HOME DEPOT	Nov 21, 2019	\$4,255.85
699687	4494	KERN COUNTY CLERK	Nov 21, 2019	\$50.00
699688	12130	KERN COUNTY DISTRICT ATTORNEY	Nov 21, 2019	\$300,000.00
699692	4740	KERN TURF SUPPLY	Nov 21, 2019	\$5,112.90
699695	15624	LOWE'S HOME IMPROVEMENT	Nov 21, 2019	\$1,932.96
699696	12627	MARDEROSIAN & COHEN	Nov 21, 2019	\$77,920.09
699697	12627	MARDEROSIAN & COHEN	Nov 21, 2019	\$80,000.00
699698	14088	PACIFIC GAS & ELECTRIC	Nov 21, 2019	\$45,838.36
699700	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 21, 2019	\$100,664.34
699701	7096	SJVAPCD	Nov 21, 2019	\$580.00
699702	7509	SOCALGAS	Nov 21, 2019	\$369.80
699703	22147	STANTEC CONSULTING SERVICES INC	Nov 21, 2019	\$8,954.00
699704	11709	STATE OF CALIFORNIA	Nov 21, 2019	\$115.00
699706	10428	UNITED REFRIGERATION INC	Nov 21, 2019	\$2,107.12
699707	8611	VAUGHN WATER CO., INC.	Nov 21, 2019	\$8,180.24
699708	8611	VAUGHN WATER CO., INC.	Nov 21, 2019	\$52.54
699713	20601	VERIZON WIRELESS	Nov 21, 2019	\$35,863.24
699714	20601	VERIZON WIRELESS	Nov 21, 2019	\$306.06
699715	20601	VERIZON WIRELESS	Nov 21, 2019	\$22,040.40
699716	20601	VERIZON WIRELESS	Nov 21, 2019	\$3,634.33
699717	20601	VERIZON WIRELESS	Nov 21, 2019	\$21,997.87
699718	30287	WEX BANK	Nov 21, 2019	\$1,853.09
699719	30002	MEDICAL EYE SERVICE COMPANY	Nov 21, 2019	\$5,109.16
699720	26810	RELIASTAR LIFE INSURANCE CO	Nov 21, 2019	\$3,930.66
699721	30027	U S BANK - PARS #6746022400	Nov 21, 2019	\$1,915.48
699722	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Nov 21, 2019	\$49,996.26

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
699723	30020	UNUM	Nov 21, 2019	\$5,358.43
9995131	30028	BLUE SHIELD OF CALIFORNIA-P	Nov 8, 2019	\$505,114.79
9995132	30021	KAISER PERMANENTE	Nov 8, 2019	\$217,102.69
9995133	24821	DEPARTMENT OF THE TREASURY	Nov 14, 2019	\$421.04
9995134	30025	STATE DISBURSEMENT UNIT	Nov 14, 2019	\$20,027.72
9995135	11811	WELLS FARGO BANK	Nov 14, 2019	\$50,011.11
9995136	10199	BAKERSFIELD CITY EMPLOYEE	Nov 15, 2019	\$191,917.00
9995137	30014	EMPLOYMENT DEVELOPMENT DEPT	Nov 15, 2019	\$255,596.85
9995138	10217	I C M A RETIREMENT TRUST-303749	Nov 15, 2019	\$50,627.97
9995139	30010	IRS	Nov 15, 2019	\$707,387.72
9995140	16863	NATIONWIDE RETIREMENT SOLUTIONS	Nov 15, 2019	\$119,222.73
9995141	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Nov 15, 2019	\$39,880.39
9995142	10206	STATE OF CALIF - PERS	Nov 21, 2019	\$1,110,292.54
9995144	19630	UNION BANK	Nov 21, 2019	\$391,814.46
9995145	11811	WELLS FARGO BANK	Nov 21, 2019	\$50,912.21
				<hr/> \$22,815,459.40

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
18083	57	ABATE A WEED	Nov 14, 2019	\$1,564.56
18084	29	AFFINITY TRUCK CENTER	Nov 14, 2019	\$7,278.02
18085	436	ARGO CHEMICAL INC	Nov 14, 2019	\$1,353.66
18086	576	B & B SURPLUS	Nov 14, 2019	\$2,662.34
18087	611	B S & E COMPANY INC	Nov 14, 2019	\$590.07
18088	1037	BERCHTOLD EQUIPMENT CO	Nov 14, 2019	\$2,800.91
18089	1163	BLUEPRINT SERVICE CO	Nov 14, 2019	\$502.49
18090	18753	BRIDGEPORT TRUCK MANUFACTURING	Nov 14, 2019	\$331.29
18091	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Nov 14, 2019	\$1,268.15
18092	20747	CENTRAL SANITARY SUPPLY INC	Nov 14, 2019	\$224.10
18093	5147	COASTLINE EQUIPMENT	Nov 14, 2019	\$1,095.33
18094	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 14, 2019	\$3,104.80
18095	13912	DIRECT SAFETY SOLUTIONS INC	Nov 14, 2019	\$396.92
18096	13088	E J WARD INCORPORATED	Nov 14, 2019	\$2,675.16
18097	2757	ELECTRIC MOTOR WORKS INC	Nov 14, 2019	\$2,999.17
18098	27459	EVOQUA WATER TECHNOLOGIES	Nov 14, 2019	\$64,920.09
18099	14055	FAST UNDERCAR LLC	Nov 14, 2019	\$5,567.56
18100	2874	FERGUSON ENTERPRISES INC	Nov 14, 2019	\$7,645.08
18101	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Nov 14, 2019	\$42.88
18102	21739	GOLDEN EMPIRE TOWING INC	Nov 14, 2019	\$974.00
18103	4171	JERRY & KEITHS INC	Nov 14, 2019	\$1,322.40
18104	1390	JIM BURKE FORD	Nov 14, 2019	\$6,600.72
18105	4178	JIM BURKE LINCOLN MERCURY	Nov 14, 2019	\$3,575.01
18106	15694	JIMS TOWING INC	Nov 14, 2019	\$1,142.00
18107	2267	L N CURTIS & SONS	Nov 14, 2019	\$388.63
18108	599	MCCLURE EQUIPMENT INC	Nov 14, 2019	\$140.48
18109	23984	MECHANICAL DRIVES & BELTING INC	Nov 14, 2019	\$57.09
18110	453	MUNICIPAL MAINTENANCE EQUIP INC	Nov 14, 2019	\$652.64
18111	6550	QUAD KNOPF INC	Nov 14, 2019	\$2,736.10
18112	1279	QUALITY HEAVY DUTY DIESEL ELEC	Nov 14, 2019	\$528.05
18113	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Nov 14, 2019	\$3,979.90
18114	7685	STINSON STATIONERS	Nov 14, 2019	\$8,729.45
18115	7728	SULLY & SON HYDRAULICS INC	Nov 14, 2019	\$5,052.63
18116	15868	TEL TEC SECURITY SYSTEM INC	Nov 14, 2019	\$466.92
18117	13646	UNITED ROTARY BRUSH CORP	Nov 14, 2019	\$13,871.65
18118	9010	WILLIAMS CLEANING SYSTEMS INC	Nov 14, 2019	\$1,433.02
18119	57	ABATE A WEED	Nov 21, 2019	\$291.17
18120	29	AFFINITY TRUCK CENTER	Nov 21, 2019	\$3,593.36
18121	152	ALL AUTOMATIC TRANSMISSION SER	Nov 21, 2019	\$2,000.00
18122	436	ARGO CHEMICAL INC	Nov 21, 2019	\$159.67
18123	576	B & B SURPLUS	Nov 21, 2019	\$345.86
18124	575	B C LABORATORIES	Nov 21, 2019	\$1,542.00
18125	611	B S & E COMPANY INC	Nov 21, 2019	\$690.05
18126	1037	BERCHTOLD EQUIPMENT CO	Nov 21, 2019	\$69.38
18127	1163	BLUEPRINT SERVICE CO	Nov 21, 2019	\$572.82
18128	18753	BRIDGEPORT TRUCK MANUFACTURING	Nov 21, 2019	\$2,833.39
18129	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Nov 21, 2019	\$339.89
18130	20747	CENTRAL SANITARY SUPPLY INC	Nov 21, 2019	\$1,201.81
18131	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 21, 2019	\$8,120.59
18132	13912	DIRECT SAFETY SOLUTIONS INC	Nov 21, 2019	\$1,438.93
18133	13088	E J WARD INCORPORATED	Nov 21, 2019	\$125.67
18134	14055	FAST UNDERCAR LLC	Nov 21, 2019	\$1,155.94
18135	2874	FERGUSON ENTERPRISES INC	Nov 21, 2019	\$1,522.97
18136	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Nov 21, 2019	\$431.13
18137	21739	GOLDEN EMPIRE TOWING INC	Nov 21, 2019	\$550.00
18138	3570	HAAKER EQUIPMENT COMPANY	Nov 21, 2019	\$307.61

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
18139	4171	JERRY & KEITHS INC	Nov 21, 2019	\$686.32
18140	1390	JIM BURKE FORD	Nov 21, 2019	\$2,350.24
18141	4178	JIM BURKE LINCOLN MERCURY	Nov 21, 2019	\$1,112.81
18142	15694	JIMS TOWING INC	Nov 21, 2019	\$2,819.00
18143	2267	L N CURTIS & SONS	Nov 21, 2019	\$10,781.70
18144	24086	MAR-CO EQUIPMENT CORP	Nov 21, 2019	\$891.65
18145	23984	MECHANICAL DRIVES & BELTING INC	Nov 21, 2019	\$96.29
18146	453	MUNICIPAL MAINTENANCE EQUIP INC	Nov 21, 2019	\$71.46
18147	6555	QUINN COMPANY INC	Nov 21, 2019	\$716.95
18148	19584	SMITH & SON TIRE INC	Nov 21, 2019	\$2,598.71
18149	7685	STINSON STATIONERS	Nov 21, 2019	\$5,613.94
18150	7728	SULLY & SON HYDRAULICS INC	Nov 21, 2019	\$730.34
				<hr/> 214,434.92
				23,029,894.32



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 11/26/2019

WARD:

SUBJECT: First reading of ordinance amending Title 17 of the Bakersfield Municipal Code for the purpose of regulating design standards for retail developments.

STAFF RECOMMENDATION:

Staff recommends first reading of the ordinance.

BACKGROUND:

At the December 5, 2019 Planning Commission meeting, Planning Commission Chairperson Cater pulled the item from the consent calendar for public hearing discussion. Through that deliberation, one specific alteration to the proposed ordinance was adopted by the Commission. Within Section E-2 of the ordinance, the threshold for compliance with pedestrian circulation requirements was reduced from the Planning and Development Committee recommendation of 50,000 square feet of gross floor area or 5 acres to 20,000 square feet and 2.5 acres respectively. The attached ordinance is reflective of this recommendation.

This item is in response to Referral 826 from Councilman Freeman at the April 10, 2019 City Council meeting for the Planning and Development committee to consider applying the existing "large scale retail development standards" to all commercial development, citywide.

At the July 9, 2019 Planning and Development Committee meeting, staff provided a presentation on large retail development standards. The presentation included background information on the Bakersfield Municipal Code definition of large retail development, the six design standard categories, research on comparable cities, and considerations such as increased development costs, increased staff review times, and thresholds for applying enhanced design standards (e.g., site acreage, number of buildings, individual vs. total building size, etc.).

Staff was directed to draft ordinance changes to apply those standards to all commercial development, regardless of the size. Staff was also directed to explore potential impacts to distressed areas and the Downtown, and to evaluate a method for a property owner to seek relief from the standards. Staff also met separately with Councilmembers Freeman and Rivera to

ensure that their ideas and concerns were addressed within the proposed draft ordinance.

RECOMMENDED ORDINANCE UPDATES

In response to the Council direction, Staff prepared the attached draft text amendments to apply the existing large retail development design standards to all retail developments citywide. The Ordinance changes are summarized as follows:

Full Ordinance:

- Removed the word "large from the definition (17.04.367) and throughout BMC 17.08.140 so that design standards would apply to all retail development.

Design Standards (Section C):

In order to avoid disproportionate impacts on small projects, the following adjustments were made:

- Exterior wall and façade standards shall be applicable to facilities over fifty feet in length.
- Entryway requirements shall be required for projects of 5 (or more) acres and/or 50,000 (or more) square feet of gross floor area, which is consistent with current large retail development design standards, for specific site elements that would be potentially onerous for smaller developments.
- In order for smaller properties to be able to develop in an economical way, other exceptions were added for parking, pedestrian circulation, and central features and community space.

CONCLUSION:

Based on the foregoing, Staff concludes the recommended ordinance amendments to Title 17 of the Bakersfield Municipal Code within Sections 17.04.367, 17.08.140, 17.20.050, and 17.60.070 are appropriate.

ATTACHMENT:

Draft Ordinance

ATTACHMENTS:

Description	Type
☐ Ordinance	Ordinance
☐ PC Reso	Resolution

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 17.04 SECTION 17.04.367, CHAPTER 17.08 SECTION 17.08.140, CHAPTER 17.20 SECTION 17.20.050 AND CHAPTER 17.60 SECTION 17.60.070 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO DESIGN STANDARDS FOR RETAIL DEVELOPMENTS.

BE IT ORDAINED by the Council of the City of Bakersfield as follows:

SECTION 1.

Section 17.04.367 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.367 ~~Large r~~Retail development.

"~~Large r~~Retail development" includes any single or combination of retail establishments and shopping centers, including movie theaters and indoor recreational uses, in a single building or in separate but abutting buildings, being on one or more parcels that is planned, developed, owned, or managed as a single unit ~~occupying more than fifty thousand square feet of gross floor area.~~

SECTION 2.

Section 17.08.140 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.08.140 ~~Design standards for large-retail developments.~~

A. Purpose. Bakersfield is concerned with the future design of its commercial areas, specifically with the growth of ~~large~~ retail developments ~~that include big box stores.~~ At the same time, it is important to encourage economic development. These standards help mitigate unwanted design, while encouraging developers to incorporate good community architecture that enhances the city's character and quality of life. In addition to the requirements herein, all landscaping projects shall adhere to that certain Model Water Efficient Landscaping Ordinance (MWELO) as adopted in California Code of Regulations, Title 23, Chapter 2.7 as adopted by the state.

B. Applicability.

1. These standards shall apply to all ~~large~~ retail developments throughout the city within all commercial zone districts, and all nonresidential zones where the development contains retail commercial components,

including but not limited to planned unit development zones, industrial zones, and recreation/open space zones. These standards also apply to all specific plan areas unless the plan has standards that are more restrictive. In Northeast Bakersfield, the building design standards in subsection C of this section shall apply to all commercial and industrial projects, regardless of size, which are subject to site plan review.

2. These standards are in addition to any other development requirements as required by this title, including but not limited to zone district regulations, signs, parking, landscaping, and accessory uses.

3. Expansion to Existing ~~Large~~ Retail Developments.

a. An addition to an existing ~~large~~ retail development that was initially subject to these standards shall be required to comply with the requirements of this section.

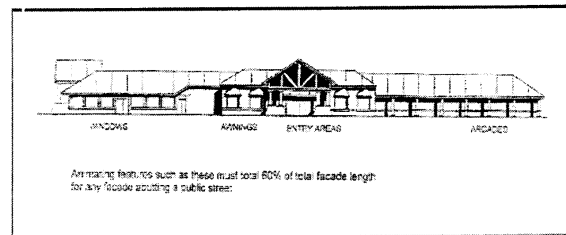
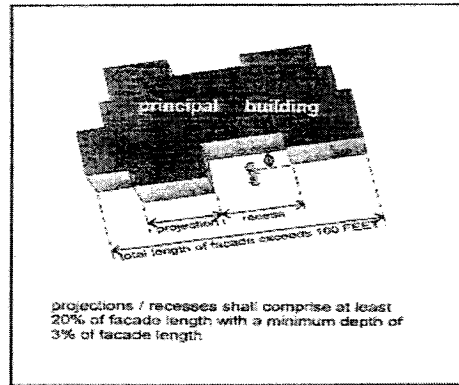
b. An addition to an existing ~~large~~ retail development that was not previously subject to the requirements of this section is required to comply with this section if the gross floor area of such establishment as a single expansion or cumulatively ~~since the adoption of the ordinance codified in this section~~ is increased by fifty percent or more, or exceeds 50,000 square feet, ~~the addition is such that it creates a large retail development and that addition increases the gross floor area of such building by fifty percent or more as a single expansion or cumulatively since the adoption of the ordinance codified in this section.~~

4. Reference may be made in this subsection to specific geographic areas, which are defined as follows:

a. Northeast Bakersfield—includes all lands east of Fairfax Road (and any northern extension thereof) and north of the Union Pacific Railroad that parallels Edison Highway.

C. Building Design Standards.

1. Exterior building walls and facades over one hundred feet in length shall incorporate wall plane projections or recesses with a depth of at least three percent of the length of the facade and extending along at least twenty percent of the length of the facade. No facade shall have an uninterrupted length of flat wall that exceeds one hundred horizontal feet. Facades that face public streets shall include arcades, display windows, entry areas, or other such permanent features along no less than sixty percent of their horizontal length.

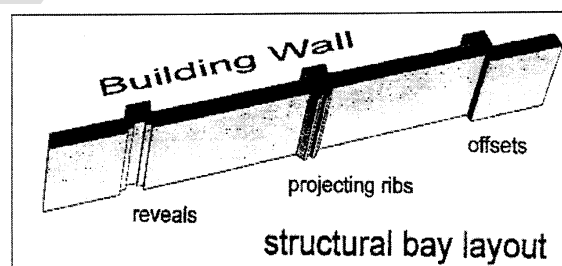


Building Facades

2. All building facades must include no less than three of the following elements. At least one of the elements (subsection (C)(2)(a), (C)(2)(b) or (C)(2)(c) of this section), shall occur horizontally. All elements shall occur at intervals of no more than thirty feet, either horizontally or vertically.

- a. Color change;
- b. Texture change;
- c. Material change;

d. An expression of architectural or structural bays through a change in plane no less than twelve inches in width, such as an offset, reveal or projecting rib, or other architecturally appropriate feature.

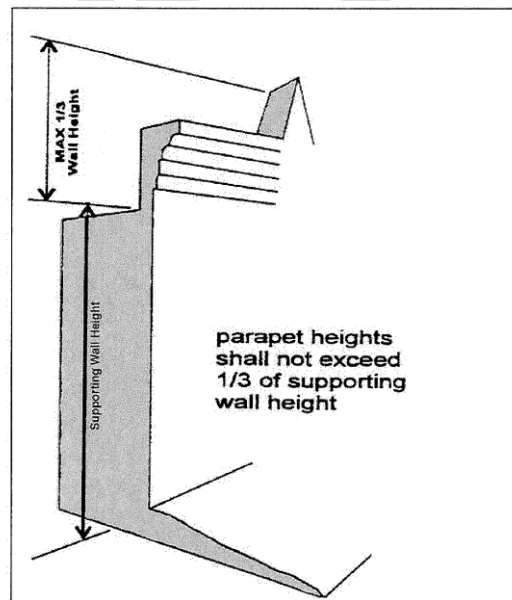


Expression of Architectural or Structural Bay

~~3. Where large retail developments contain smaller additional, separately owned stores that occupy less than twenty five thousand square feet of gross floor area with separate, exterior customer entrances, the street level facade of such stores shall be transparent between the height of three feet and eight feet above the walkway grade for no less than sixty percent of the horizontal length of the building of such additional stores. Windows shall be recessed and include visually prominent sills, shutters, or other such forms of framing.~~

4.3. In multiple building developments, each individual building shall include prominent architectural characteristics shared by all buildings in the center so that the development forms a cohesive sense of place.

5.4. Rooflines shall be varied with a change in height every one hundred linear feet of the building length. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view. Alternating lengths and designs of the roofline are acceptable. If parapets are used, they shall not at any point exceed one-third of the height of the supporting wall. All parapets shall feature three-dimensional cornice treatment.



Parapet Standards

6.5. Exterior building materials shall be high quality materials, including, but not limited to, brick, sandstone, and other native stone, manufactured stone (realistic), wood, glass, decorative metal elements, and tinted/textured concrete masonry units, including stucco and synthetic stucco-type materials.

a. For projects in Northeast Bakersfield, building materials consisting of river rock, native stone, cobblestone, ledge stone, rough-sawn timbers, and logs, either as a single element or combination thereof, shall be used as the predominate theme throughout the project area.

~~76.~~ Primary facade colors shall be low reflectance, subtle colors over primary, bold or dramatic colors. The use of reflective metallic or fluorescent colors is discouraged. However, building trim and accent areas may feature brighter colors, including primary colors. Paint applied over brick, stone and concrete is prohibited.

a. For projects in Northeast Bakersfield, the predominate color palette shall consist of earth and natural toned colors that blend with the surrounding area. A variety of these colors is encouraged to allow individuality but maintain a cohesive sense of place for the entire center.

~~87.~~ Finished exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels as a major component (more than fifty percent) of each façade or exterior wall.

~~98.~~ Entryways.

a. For projects exceeding 50,000 square feet of gross floor area, and/or 5 acres of net buildable area, at least two sides of ~~the~~ a large retail development shall feature customer entrances. The two required sides shall be those planned to have the highest level of public pedestrian activity. One of the sides shall be that which most directly faces a primary public or private street with pedestrian access. The other may face a second street with pedestrian access or the main parking lot area if there is no second street. All entrances shall be architecturally prominent and clearly visible from the abutting public street.

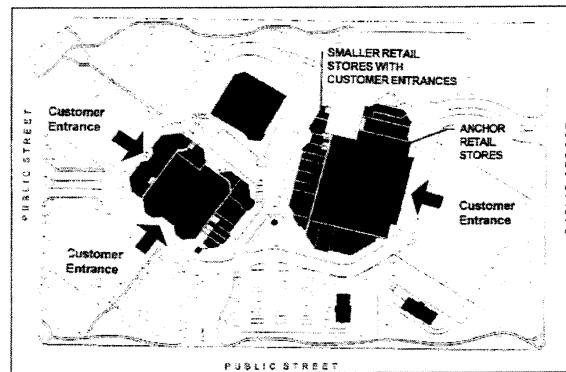
b. Public entrances must include architectural elements that emphasize the entry. Each ~~large~~ retail development on a site shall have clearly defined, highly visible customer entrances featuring no less than three of the following:

- i. Canopies or porticos;
- ii. Overhangs;
- iii. Recesses/projections;
- iv. Arcades;
- v. Raised corniced parapets over the door;

- vi. Peaked roof forms or towers;
- vii. Arches;
- viii. Plazas or outdoor patios;
- ix. Display windows;
- x. Fountains or other water features;
- xi. Architectural details such as tile work and moldings that are integrated into the building structure and design;
- xii. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

~~c. Where additional stores will be located in the large retail development, each such store shall have at least one exterior customer entrance, which shall conform to the above requirements.~~

d. Weather protection elements shall be provided at all public entrances.



*Building Entrances
(example of a development with customer entrances on all sides that face a public street)*

D. Parking Lot Design.

1. Where minimum parking requirements are 50 or more spaces, no more than sixty percent of the off-street parking area for the entire area of land devoted to the ~~large~~ retail development shall be located between the front facade of the ~~large~~ retail development and the abutting streets unless the parking lots are screened from view by other freestanding pad buildings, or landscaping with trees and incorporating berms, retaining walls, hedges, or combination thereof at least four feet high, plazas, water elements, or other such features that diminish the visual impression of a mass parking lot from the public

rights-of-way. Option 2 shall include the planting of shrubs between the wall and the sidewalk.

2. Where minimum parking requirements are 50 or more spaces, parking lots shall be divided into sections of two hundred spaces or less with internal pedestrian walkways, buildings or landscaped open areas. Pedestrian ways shall be subject to the provisions of subsection E of this section.

3. Areas for bicycle parking shall be provided throughout the center and shall not interfere with pedestrian walkways when required by building code.

4. If shopping carts are to be provided, cart corrals shall be installed and generally distributed across parking area.

E. Pedestrian Circulation.

1. For projects exceeding 50,000 square feet of gross floor area, and/or 5 acres of net buildable area, meandering sidewalks at least six feet in width shall be provided along all sides of the large retail development that abuts a public street.

2. For projects exceeding 20,000 50,000 square feet of gross floor area, and/or 2.5 5 acres of net buildable area, continuous internal pedestrian walkways, no less than six feet in width, shall be provided from a public sidewalk or right-of-way to the principal customer entrances of all—large retail developments on the site, including all freestanding pad buildings. Pedestrian walkways shall link all buildings in the development. At a minimum, walkways shall connect focal points of pedestrian activity such as, but not limited to, transit stops, street crossings, building and store entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers or other such materials for no less than fifty percent of the length of the walkway. Use of decorative arbors, freestanding arcades or other weather protection structures is permitted.

3. Sidewalks, no less than six feet in width, shall be provided along the full length of the building along any facade featuring a customer entrance, and along any facade abutting public parking areas. Such sidewalks shall be located at least six feet from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

4. All internal pedestrian walkways shall be clearly distinguished from driving surfaces using durable, low maintenance surface materials such as pavers, bricks or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.

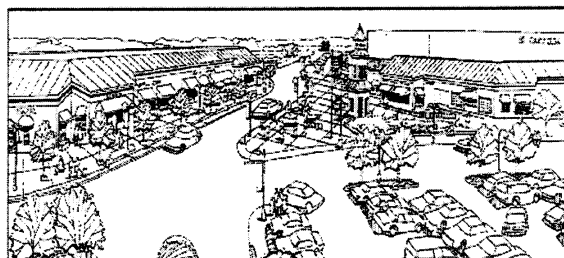
5. Parked vehicles shall not overhang into any pedestrian walkways.

6. Pedestrian access to adjacent residential neighborhoods shall be provided where local streets abut the project. This access shall connect directly to focal points in the project such as, but not limited to, community/public spaces, main building or store entries, or transit stops without traversing through loading areas, buildings rears, etc. These pedestrian walkways shall be clearly distinguished from driving surfaces using durable, low maintenance surface materials such as pavers, bricks or scored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.

F. Central Features and Community Space. For projects exceeding 20,000 square feet of gross floor area, and/or 2.5 acres of net buildable area, each retail establishment subject to the standards in this section shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Pedestrian plaza or patio with seating;
2. Transportation/transit center;
3. Covered window shopping walkway along at least seventy-five percent of primary building;
4. Outdoor playground area;
5. Water feature;
6. Clock tower;
7. Any other such deliberately shaped area and/or focal feature or amenity that enhances the community and public spaces of the center.

Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principal materials of the building and landscape.



Center With Community Features

G. Delivery/Loading and Solid Waste Operations for projects exceeding 50,000 square feet of gross floor area, and/or 5 acres of buildable area.

1. No delivery, loading, trash removal or compaction, or other such operations shall be within thirty feet of any properties zoned or developed with residential uses.

2. In addition to compliance with the Noise Level Performance Standards Table in the Noise Element of the Metropolitan General Plan for exterior daytime/nighttime exterior noise levels, other than trash removal by the city or its contractors, all loading, unloading, delivery, private refuse collection and related operations shall not be permitted between the hours of ten p.m. and seven a.m. adjacent to any land zoned or developed with residential uses. These activities may occur if the developer submits evidence to the city that sound mitigation will reduce the noise generated by such operations to less than three dBA above the measured background noise level at the same period for any three continuous minutes in any hour during the operation as measured at the property line adjacent to said residential lands. Evidence of compliance must include background data (without the subject equipment operating) at said property line for the subject period, modeling results or test data from the proposed equipment, or noise data gathered from a similar location if approved by the city.

3. Loading docks shall include separate walls for noise attenuation adjacent to residential areas and be screened with landscaping (evergreen trees twenty feet on center) so the loading docks are not visible from residential areas or public streets.

4. Trash pickup areas shall not be visible from public streets unless the enclosure areas are architecturally designed matching the design of the center.

H. Storage, Seasonal Sales, Miscellaneous.

1. Storage of materials and merchandise is prohibited unless screened with in accordance with this title, including use of landscaping. Vending equipment and shopping cart storage areas must be screened from public view and not impede pedestrian ways.

2. Seasonal sales of merchandise shall not be permitted in any required parking area but shall be within a screened area dedicated for such use.

3. Truck trailers shall not remain on the site for more than forty-eight hours (loading and unloading only). Truck or trailer storage, or use of trailers for product storage is prohibited.

4. Metal storage containers as defined in Section 17.04.464 and any other portable storage containers for permanent or temporary use, except for construction and/or remodeling purposes, are prohibited.

SECTION 3.

Section 17.20.050 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.20.050 Additional requirements.

The following requirements shall apply to all development permitted by this chapter:

A. All permitted and conditional uses pursuant to this chapter shall be subject to site plan review as provided in Chapter 17.08.

B. Landscaping shall be subject to the requirements of Chapter 17.61.

C. Off-street parking and loading shall be subject to the requirements of Chapter 17.58.

D. Signs shall be subject to the requirements of Chapter 17.60.

E. Commercial development proposed adjacent to property zoned or designated for residential development shall be required to be separated by a solid masonry wall constructed a minimum height of six feet from highest grade. Any wall located within or along the front yard area shall not exceed a height of four feet. Along street frontages, landscaping shall be required in lieu of or in combination with a solid wall, as determined by the development services director, to screen the proposed development from the residential uses.

F. Open storage of material and equipment permitted in this zone shall be surrounded and screened by a solid wall or fence, including solid gates where necessary, not less than six feet in height. Materials shall not be stacked above the height of the screening.

G. For developments under this section using outside storage, the areas devoted to outside storage shall be treated with a permanent dust binder or other permanent dust control measures consistent with air pollution control regulations, as approved by the planning director.

H. Roof-top areas of commercial structures shall be completely screened from view by parapets or other finished architectural features constructed to a height of the highest equipment and unfinished structural element or

architectural feature of the building. This requirement shall apply to all new commercial construction and remodeling of existing commercial structures which involve a change of fifty percent or more of the roof structure or an addition of fifty percent or more to the floor area of the commercial structure.

I. Retail developments shall comply with design standards listed in Section 17.08.140.

SECTION 4.

Section 17.60.070 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.60.070 Specialized signs.

G. Electronic Message Displays.

1. Only large retail developments as defined in Section 17.04.367, **retail development exceeding 50,000 square feet** or shopping centers encompassing five acres or more, are permitted use of an electronic message display on a pylon sign.

2. Only one of the allowed pylon signs permitted along a street frontage may include an electronic display.

3. If a pylon sign contains an electronic message display and monument signs are also permitted for the center, only one of the allowed monument signs along a street frontage may contain an electronic message display. If a pylon sign does not contain an electronic message display and monument signs are permitted for the center, only two of the allowed monument signs along a street frontage may contain an electronic message display.

4. Pylon signs that contain an electronic message display shall be set back a minimum of one hundred fifty feet from any R, PUD, or OS zone, and fifty feet from any interior property line not within that center.

5. Electronic message displays are not permitted on pylon signs located on properties that do not meet the definition of a large retail development contain **retail development exceeding 50,000 square feet** or are shopping centers less than five acres as noted in subsection (G)(1) of this section. However, one of the allowed monument signs along each street frontage is permitted to contain an electronic message display.

6. Electronic message displays shall not be permitted on building walls or in windows.

7. All other sign regulations that pertain to the particular zone district and specific business shall apply.

8. Outdoor advertising signs (billboards) may contain electronic message displays subject to the regulations in Section 17.60.070(E).

SECTION 5.

This Ordinance shall be posted in accordance with the provisions of the Bakersfield Municipal Code and shall become effective thirty (30) days from and after the date of its passage.

-----o0o-----

I HEREBY CERTIFY that the foregoing Ordinance was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

JULIE DRIMAKIS, CMC

CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED:

By: _____

KAREN GOH

Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

RICHARD IGER

Deputy City Attorney

RI/vlg

RESOLUTION NO. _____

**RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL APPROVE TEXT
AMENDMENTS TO CHAPTER 17.08 SECTION 17.08.0140 AND
CHAPTER 17.64 SECTION 17.64.020 OF THE BAKERSFIELD
MUNICIPAL CODE RELATING TO DESIGN STANDARDS FOR
RETAIL DEVELOPMENTS.**

WHEREAS, the City of Bakersfield initiated text amendments to Title 17 of the Bakersfield Municipal Code within Sections 17.08.140 and 17.64.020 relating to design standards for retail developments (the Project); and

WHEREAS, the Secretary of the Planning Commission, did set Thursday, December 5, 2019, at 5:30 p.m. in the Council Chambers, City Hall South, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for consideration; and

WHEREAS, the Project has been found to be Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule of CEQA (Section 15061(b)(3)), as it can be seen with certainty that there is no possibility that adoption of the Project will have a significant effect on the environment; and

WHEREAS, the laws and regulations relating to CEQA and the City of Bakersfield's CEQA Implementation Procedures, have been duly followed by city staff and the Planning Commission; and

WHEREAS, the City of Bakersfield Planning Department (1715 Chester Avenue, Bakersfield, California) is the custodian of all documents and other materials upon which the environmental determination is based; and

WHEREAS, the facts presented in the staff report and evidence received at the above referenced public hearing support the following findings:

1. All required public notices have been given. Advertisement of the hearing notice regarding the Project was published in the *Bakersfield Californian*, a local newspaper of general circulation.
2. The provisions of the California Environmental Quality Act (CEQA) have been followed.
3. Pursuant to State CEQA Guidelines Section 15061(b)(3), this request is exempt from the requirements of CEQA because it will not affect the environment.
4. The text amendments are necessary and desirable as the proper use of the City's zoning authority for the protection of the general health, safety, welfare, and visual aesthetics of the community.
5. The text amendments are consistent with the goals, objectives and policies

of the Metropolitan Bakersfield General Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD as follows:

1. The recitals above are true and correct and incorporated herein by this reference.
2. The ordinance amendments as shown in Exhibit A and incorporated herein, is hereby recommended for adoption by the City Council.

-----o0o-----

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Planning Commission of the City of Bakersfield at a regular meeting thereof held on the 5th day of December 2019, on a motion by Commissioner Cater and seconded by Commissioner Bowers, by the following vote.

AYES: Cater, Bowers, Lomas

NOES: Koman, Wade

ABSENT: Bell, Rudnick

APPROVED

DANIEL CATER, CHAIR
City of Bakersfield Planning Commission

Exhibits:
Draft Ordinance

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions d.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 11/14/2019

WARD:

SUBJECT: Resolution confirming approval by the City Manager designee of the Chief Code Enforcement Officer's report regarding assessments of certain properties in the City for which structures have been secured against entry or for the abatement of certain weeds, debris and waste matter and authorizing collection of the assessments by the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

BACKGROUND:

Assessment hearing was held on November 12, 2019, by the City Manager designee and all proposed charges were confirmed. The subject properties listed in Exhibit A (attached) were in violation of Chapter 8.27 of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter. The property owners were notified and failed to comply with the notices to abate such public nuisance. After a hearing duly noticed and held before the Building Director, the Director issued orders requiring the property owner to abate the public nuisance. The subject properties are listed in Exhibit A.

The owners of the listed properties failed to commence the required work as ordered by the Building Director to abate a public nuisance. As permitted under Chapter 8.80 of the Bakersfield Municipal Code, the public nuisances listed in Exhibit A were abated under the direction of the Chief Code Enforcement Officer. The costs incurred by the City can be assessed against the property as provided for in Chapter 8.80 of the Bakersfield Municipal Code. Property owners had been given notice of their right to appear at the hearing on this matter before the City Manager designee and to object to the correctness of the costs incurred by the City to remove the public nuisance. The City Manager designee has approved the assessments associated with the properties.

The Council will need to confirm the approval of the City Manager designee of the costs incurred by the City for work performed to remove the public nuisance and order that such costs be made

a lien against the property. This will be done by adoption of the attached resolution.

ATTACHMENTS:

Description		Type
▣	Resolution	Resolution
▣	Declaration	Exhibit
▣	Exhibit A	Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD
CONFIRMING THE APPROVAL BY THE CITY MANAGER DESIGNEE OF
THE REPORT OF THE CHIEF CODE ENFORCEMENT OFFICER REGARDING
ASSESSMENTS OF CERTAIN PROPERTIES IN THE CITY OF BAKERSFIELD
FOR WHICH STRUCTURES HAVE BEEN SECURED AGAINST ENTRY OR FOR
THE ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER AND
AUTHORIZING COLLECTION OF THE ASSESSMENTS BY THE KERN
COUNTY TAX COLLECTOR.**

WHEREAS, the properties in the City of Bakersfield described by assessor parcel number and street address in Exhibit "A" were determined to be in violation of the Bakersfield Municipal Code which prohibits maintaining open and abandoned dilapidated structures which constitute public nuisances and prohibits maintaining hazardous weeds, debris and waste matter; and

WHEREAS, notices and orders of the City of Bakersfield Building Department, as provided in Chapter 8.80 of the Bakersfield Municipal Code, were provided to the record owners of the aforementioned properties; and

WHEREAS, this assessment proceeding was duly noticed and a public hearing held on November 12, 2019, in City Hall North Conference Room B of the City of Bakersfield by the City Manager designee; and

WHEREAS, the City Manager designee has reviewed materials concerning the properties, the abatements and the assessments and has approved the assessments of the parcels;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield:

1. That the Chief Code Enforcement Officer caused work to be performed by contractors for removal of public nuisances and submitted and filed with the City Clerk a Report and Assessment List which describes the costs incurred by the City to abate such public nuisances and which is attached hereto as Exhibit "A", and made a part hereof by this reference.

2. The costs incurred and described in the Report and Assessment list, attached hereto as Exhibit "A" are hereby confirmed.

3. The cost of the abatement on the properties as described in Exhibit "A", are hereby made a lien and special assessment against said properties and the Chief Code Enforcement Officer is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1(b)-(c).

4. The assessments enumerated herein are not subject to Proposition 218.

5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).

6. That the property owners named in said Exhibit "A" may pay, or cause to be paid, the charges stated therein at the office of the Treasury Department, 1600 Truxtun Avenue, Bakersfield, California, at any time prior to the time the lien imposed under

Government Code Section 38773.1 and Bakersfield Municipal Code Section 8.80.190 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.

7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER_____
ABSTAIN:	COUNCILMEMBER_____
ABSENT:	COUNCILMEMBER_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield

APPROVED _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:

VIRGINIA GENNARO
City Attorney

BY: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

EXHIBIT "A"
**REPORT AND ASSESSMENT LIST
AND DECLARATION OF
DAVID PAQUETTE IN SUPPORT THEREOF**

In the matter of the properties listed in the attached Exhibit "A":

I, David Paquette, declare:

1. I am the duly appointed Code Enforcement Supervisor of the City of Bakersfield, California. I am making this declaration pursuant to Chapter 8.80 of the Bakersfield Municipal Code.

2. As provided by Chapter 8.80 of the Bakersfield Municipal Code and pursuant to an order of the Building Director, the Code Enforcement Division removed the public nuisances on the properties listed in Exhibit "A" which is attached hereto and made a part hereof by this reference in September and October 2019. The costs incurred by the City to remove the public nuisances for each respective property set forth herein are also stated in the attached Exhibit "A".

3. Records of the Bakersfield Building Department reflect that on October 18, 2019 a copy of Notice of Filing Report and Assessment List for Abatement of Condition Constituting Public Nuisance and of Hearing Thereon was mailed to the owners of the properties and/or posted.

4. The foregoing matters are within my personal knowledge and if called as a witness herein, I could and would competently testify thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14th day of November 2019, at Bakersfield, California.

David Paquette
Code Enforcement Supervisor

EXHIBIT "A"
REPORT AND ASSESSMENT LIST FOR STRUCTURES
THAT HAVE BEEN SECURED AGAINST ENTRY
OR DECLARED SUBSTANDARD OR FOR
ABATEMENT OF CERTAIN WEEDS, DEBRIS AND WASTE MATTER

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1. 010-330-18-00-2	1018 Brundage Lane 19-2003	Loris Barsoum 1018 Brundage Lane Bakersfield, CA 93304	\$0	\$852	\$852	1
2. 022-190-15-00-0	2840 S Chester Avenue 19-1918	Ekoh Inv Inc 1435 26 th Street U12 Santa Monica, CA 90404	\$0	\$852	\$852	1
3. 022-294-06-00-1	2911 Dore Drive 19-4021	Alvin Kent Sikes 2911 Dore Drive Bakersfield, CA 93304	\$175	\$891	\$1,066	1
4. 172-052-09-00-0	3610 Hale Street 19-2472	SPSSM INVS IX LP 4900 Sana Anita Av Ste 2C El Monte, CA 91731	\$0	\$420	\$420	1
5. 009-151-08-00-8	903 M Street 19-3112	Roger Williams 318 S Chester Avenue Bakersfield, CA 03304	\$100	\$891	\$991	1
6. 413-194-10-00-3	6205 Madan Street 19-3670	Elias Garcia Camacho 6205 Madan Street Bakersfield, CA 93307	\$0	\$145	\$145	1
7. 172-121-28-00-8	3312 Madison Avenue 19-4291	Angelina Pimentel 132 Stone Avenue Shafter, CA 93263	\$170	\$891	\$1,061	1
8. 169-050-10-00-4	107 S Milham Drive 19-1201	Phyllis Johnson 107 S Milham Drive Bakersfield, CA 93307	\$0	\$422	\$422	1
9. 170-270-19-00-5	1800 E Planz Road 19-2453	Michael Rietkerk 14166 Maya Circle Moorpark, CA 93021	\$0	\$420	\$420	1
10. 010-042-21-00-0	124 T Street 19-5505	Christina Nutt 8200 Stockdale Hw Ste M10 Bakersfield, CA 93311	\$480	\$469	\$949	1
11. 011-200-02-00-4	1023 Terrace Way 19-5470	Harry M Watson 1023 Terrace Way Bakersfield, CA 93304	\$0	\$422	\$422	1
12. 019-082-02-00-0	420 S Williams Street 19-3154	Rick Cottrell Trust PO Box 2132 Bakersfield, CA 93303	\$0	\$145	\$145	1
13. 018-061-29-00-9	1404 E 9 th Street 19-1106	Golden Opportunity 14 LP 4900 Santa Anita Av Ste 2C El Monte, CA 91731	\$100	\$891	\$991	1
14. 018-061-01-00-7	1309 E 10 th Street 19-4603	SPSSM Investments IX LP 4900 Santa Anita Av Ste 2C El Monte, CA 91731	\$0	\$149	\$149	1
15. 014-310-01-00-4	921 Baker Street 19-2115	Golden Slipper Publish Inc 307 Oleander Avenue Bakersfield, CA 93304	\$0	\$420	\$420	2
16. 008-284-25-00-9	2200 Brundage Lane 18-1392	Raul Sanchez 9312 Lacroix Court Bakersfield, CA 93311	\$0	\$852	\$852	2

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
17. 009-132-11-00-7	909 Chester Avenue 18-375	Salomon Olvera & Janie Olvera PO Box 80126 Bakersfield, CA 93380	\$0	\$852	\$852	2
18. 007-383-07-00-2	632 Cypress Street 19-4704	Lindsey Taylor 632 Cypress Street Bakersfield, CA 93304	\$0	\$422	\$422	2
19. 008-301-11-00-2	301 E Street 19-3265	Marla Hernandez 3701 Garnsey Lane Bakersfield, CA 93309	\$0	\$422	\$422	2
20. 014-250-06-00-2	451 Lake Street 19-4935	Taurina Rocha 565 Prospect Boulevard Elgin, IL 60120	\$0	\$422	\$422	2
21. 002-032-11-00-9	826 33 rd Street 19-5636	Golden Opportunity Invs LP 4900 Santa Anita Av Ste 2C El Monte, CA 91731	\$0	\$149	\$149	2
22. 021-320-10-00-5	3808 Bryn Mawr Drive 19-3680	Jesus Narez & Domitila Narez 3808 Bryn Mawr Drive Bakersfield, CA 93305	\$345	\$891	\$1,236	3
23. 439-090-16-00-2	5711 Fairfax Road 19-3979	Matthew G Martin 5711 Fairfax Road Bakersfield, CA 93306	\$0	\$422	\$422	3
24. 021-363-16-00-6	2801 Haley Street 19-5757	Frank Armantrout & Lee Quimpo 2002 Monterey Street Bakersfield, CA 93304	\$0	\$149	\$149	3
25. 383-212-18-00-0	3412 Harvard Drive 19-4159	Michel Gallegos 1225 Vienna Drive Sp 54 Sunnyvale, CA 94089	\$250	\$891	\$1,141	3
26. 386-521-02-00-7	14510 Masaccio Lane 19-3780	Rick Hoyer 14510 Masaccio Lane Bakersfield, CA 93306	\$0	\$422	\$422	3
27. 021-120-07-00-9	1125 Panorama Drive 19-3529	Moran Holquin Aurora 1125 Panorama Drive Bakersfield, CA 93305	\$0	\$145	\$145	3
28. 528-215-04-00-5	11317 Silver Crown Avenue 19-5799	Scott Monroe & Robin Monroe 2013 Vista Oaks Way Paso Robles, CA 93446	\$0	\$149	\$149	4
29. 381-141-03-00-5	7712 Okanagan Court 19-4388	Cody Sullivan 7712 Okanagan Court Bakersfield, CA 93309	\$0	\$422	\$422	5
30. 441-151-19-00-2	3612 Ginnelli Way 19-4237	Pamela S Lindaman 3612 Ginnelli Way Bakersfield, CA 93309	\$0	\$422	\$422	6
31. 441-340-26-00-0	4808 Hahn Avenue #25 18-7186	Matthew Quint & Carla Quint 6485 N Palm Av Suite 101 Fresno, CA 93704	\$0	\$145	\$145	6
32. 384-050-20-00-2	5212 Hampton Court 19-3050	Ana Mirella Cervantes 5212 Hampton Court Bakersfield, CA 93309	\$0	\$145	\$145	6
33. 403-012-03-00-3	3641 Planz Road 19-3697	Charlie Lum 2109 Glendon Court Bakersfield, CA 93309	\$255	\$891	\$1,146	6

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
34. 023-201-08-00-6	2401 Ming Avenue 19-3642	Rita Soeun 4005 Edith Lane Bakersfield, CA 93304	\$0	\$149	\$149	7
35. 413-051-12-00-7	6017 Ream Way 19-4038	Dianna Edwards 6017 Ream Way Bakersfield, CA 93307	\$0	\$149	\$149	7

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions e.

TO: Honorable Mayor and City Council

FROM: Alan Tandy, City Manager

DATE: 12/2/2019

WARD:

SUBJECT: Resolution reaffirming support for Proposition 13 and opposing a proposed statewide ballot initiative to change the current practice of assessment of property taxes.

STAFF RECOMMENDATION:

Staff recommends approval of resolution.

BACKGROUND:

During the November 6, 2019 City Council meeting, Councilmember Freeman requested staff bring a resolution of support for Proposition 13 and simultaneously expressing opposition to a statewide proposed ballot initiative which would otherwise alter the basic tenets of the Proposition.

Proposition 13

In June 1978, California voters passed Proposition 13, which reformed the way properties were taxed statewide. Under Proposition 13, property values were reset to 1976 levels and property tax increases moving forward on any given property were limited to no more than 2 percent per year as long as the property was not sold. If sold, the property was reassessed at 1 percent of the sale price for property tax purposes, and the 2 percent yearly cap became applicable to future tax years. Proposition 13 specifies that the property tax rate is capped at one percent of assessed valuation of a given property. These basic components under Proposition 13 apply equally to all real estate, residential, commercial and industrial, whether owned by individuals or corporations.

Prior to Proposition 13, there were no limits on increases for the property tax rate or on individual ad valorem charges. For example, prior to 1978, if homes in a neighborhood sold for higher prices, neighboring properties might have been reassessed based on the newly increased area values. Additionally, local governmental agencies independently established tax rates and the total property tax rate was the composite of the individual rates, with few limitations.

The City Council previously affirmed its support of Proposition 13 in 2014 (see attached Resolution No. 178-14).

Statewide Ballot Initiative/Constitutional Amendment

In October 2019, a proposed initiative measure (19-0008A1) was cleared for signature collection, that if becomes qualified for the statewide ballot and passed by voters, would significantly alter how property taxes are assessed on commercial and industrial properties, as well as vacant land not intended for housing, commercial agriculture, or protected open space. As the measure currently reads, commercial, industrial and certain vacant properties would be taxed based on the current market value, as opposed to the original purchase price plus the annual inflation factor as currently done under Proposition 13. There are certain phase in periods and exemptions for property owners whose property holdings in the state total less than \$3 million. Upon full implementation, the estimated statewide increase of annual property taxes paid for these properties would be between \$8 billion and \$12.5 billion in most years, dependent on the real estate market conditions, according to the State Legislative Analyst Office (Full analysis is attached). Under this proposed measure, residential properties would continue to be taxed based on purchase price plus the annual inflation factor. Property tax rates for all property types would remain capped at one percent of the assessed valuation. The additional revenue generated by the new assessment procedures would be distributed to schools and local governments.

To qualify for the statewide ballot, the proponents must collect 997,139 valid signatures no later than April 14, 2020.

The title and summary prepared by the Attorney General Of California for this initiative is as follows:

INCREASES FUNDING FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND LOCAL GOVERNMENT SERVICES BY CHANGING TAX ASSESSMENT OF COMMERCIAL AND INDUSTRIAL PROPERTY. INITIATIVE CONSTITUTIONAL AMENDMENT. *Increases funding for K-12 public schools, community colleges, and local governments by requiring that commercial and industrial real property be taxed based on current market value. Exempts from this change: residential properties; agricultural properties; and owners of commercial and industrial properties with combined value of \$3 million or less. Increased education funding will supplement existing school funding guarantees. Exempts small businesses from personal property tax; for other businesses, exempts \$500,000 worth of personal property. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: Net increase in annual property tax revenues of \$7.5 billion to \$12 billion in most years, depending on the strength of real estate markets. After backfilling state income tax losses related to the measure and paying for county administrative costs, the remaining \$6.5 billion to \$11.5 billion would be allocated to schools (40 percent) and other local governments (60 percent).*

Proponents of the initiative claim the impact is to a small number of properties owned by the largest corporations and wealthiest investors with the additional funding generated from the changes in assessment procedures being necessary to provide needed resources for public schools and local government services.

Opponents of the initiative claim it will increase the costs of many businesses operating in California, increase cost for consumers, prevent companies from hiring new employees, have no

accountability for how the new funds are expended and is not necessary as state and local governments are generally in fiscally sound positions.

ATTACHMENTS:

	Description	Type
▣	Proposed Resolution in Support of Proposition 13 and Opposing Statewide Ballot Initiative	Resolution
▣	Resolution 178-14	Backup Material
▣	Legislative Analyst Office Fiscal Impact Estimate Report	Backup Material

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BAKERSFIELD REAFFIRMING SUPPORT FOR
PROPOSITION 13 AND OPPOSING A PROPOSED
STATEWIDE BALLOT INITIATIVE THAT WOULD
OTHERWISE SIGNIFICANTLY ALTER THE ORIGINAL
INTENT AND PURPOSE OF PROPOSITION 13.**

R E C I T A L S

WHEREAS, prior to Proposition 13, there were no limits on increases for property tax rates; and

WHEREAS, prior to Proposition 13, local governmental agencies independently established tax rates and the total property tax rate was the composite of the individual rates, with few limitations; and

WHEREAS, prior to Proposition 13, some properties were reassessed 50 percent to 100 percent in a single year, with property tax bills increasing correspondingly; and

WHEREAS, prior to Proposition 13, all property owners were subject to unpredictable and unsustainable property tax increases; and

WHEREAS, prior to Proposition 13, excessive and volatile increases in property taxes hindered home ownership and business development; and

WHEREAS, in June 1978, California voters passed Proposition 13, know as the People's Initiative to Limit Property Taxation, which reformed the way properties were taxed statewide; and

WHEREAS, under Proposition 13 tax reform, property tax values were rolled back and frozen at the 1976 assessed value level and are based on the purchase price of a property and not the current market value; and

WHEREAS, under Proposition 13, property tax increases on any given property were limited to no more than 2 percent per year as long as the property was not sold; and

WHEREAS, the form of property taxation under Proposition 13 apply equally to all real estate, residential, commercial and industrial, whether owned by individuals or corporations; and

WHEREAS, Proposition 13 reduced property tax rates on homes, businesses and farms by about 57 percent; and

WHEREAS, Proposition 13 has significantly benefited all property owners in California by making property taxes predictable and manageable; and

WHEREAS, the City Council previously affirmed its support for Proposition 13 by approving Resolution No. 178-14; and

WHEREAS, in October 2019, a proposed initiative measure (19-0008A1) was cleared for signature collection, that if becomes qualified for the statewide ballot and passed by voters, would significantly alter how property taxes are assessed on commercial and industrial properties; and

WHEREAS, under the proposed initiative most commercial, industrial and certain vacant properties would be taxed based on the current market value, as opposed to the original purchase price plus the annual inflation factor as currently done under Proposition 13; and

WHEREAS, this proposal is commonly referred to as a “split roll”; and

WHEREAS, the proposed initiative will further increase the costs of many businesses operating in California, increase cost for consumers, prevent companies from hiring new employees and have no accountability for how the new funds are expended; and

WHEREAS, the proposed initiative will expose commercial and industrial property owners to pre-Proposition 13 patterns of property tax volatility, which will hinder economic development and negatively impact the business climate in California; and

WHEREAS, a significant property tax increase, in addition to California’s other high taxes would damage consumers, employers, and ultimately the economy; and

WHEREAS, for over four decades, Proposition 13 has proven to be a benefit to all property owners within California and should not be amended or altered.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Bakersfield as follows:

1. The above recitals are true and correct
2. The City Council hereby reaffirms its support of Proposition 13
3. The City Council hereby opposes the proposed initiative to alter the original intent and purpose of Proposition 13

-----o0o-----

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER _____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio
Clerk of the Council of the City of Bakersfield

APPROVED: _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
RICHARD IGER
Deputy City Attorney

RESOLUTION NO. 178 - 14

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BAKERSFIELD, AFFIRMING SUPPORT
FOR PROPOSITION 13 - THE PEOPLE'S
INITIATIVE TO LIMIT PROPERTY TAXATION.**

WHEREAS, on June 6, 1978, Proposition 13, officially titled the "People's Initiative to Limit Property Taxation," and popularly known as the "Jarvis-Gann Initiative," was overwhelmingly approved by California's voters, reducing property tax rates on homes, businesses and farms, and capping the rate of increase in the future; and

WHEREAS, prior to the adoption of Proposition 13, California's raging inflation had sent property tax bills in California soaring so high that many families had to sell their homes because they could not afford to pay their taxes; and

WHEREAS, prior to the adoption of Proposition 13, property tax assessments showed wider divergences than assessment disparities under the current acquisition-value system; and

WHEREAS, with the approval of Proposition 13, real property values were adjusted to a base value equal to the 1976 assessed value of that real property, thereby introducing an objective standard upon which real property would be taxed and ending the previous subjective standard for assessment that engendered the property tax assessment abuses that occurred in the 1960s and 1970s; and

WHEREAS, with the passage of Proposition 13, taxpayers, for the first time, were provided a measure of certainty with respect to their property taxes; and

WHEREAS, following the passage of Proposition 13, the average homeowner has saved tens of thousands of dollars in property tax payments, money that was able to be spent in the economy to create jobs and foster economic development; and

WHEREAS, following the passage of Proposition 13, renters also benefitted as the reduction in taxes reduced upward pressure on rents; and

WHEREAS, the volatility of income and sales tax revenue to the state and local governments is a major flaw in California's tax system, while Proposition 13 has rendered California's property taxes as a stable and predictable source of

public revenue, even during economic downturns, which has provided a major benefit to local governments throughout California; and

WHEREAS, since the passage of Proposition 13, proposed alternatives to Proposition 13 would have a variety of unwelcome effects, including substantial tax increases for low-income and elderly homeowners; and

WHEREAS, voters intended Proposition 13 to protect all property owners, and they had rejected previous attempts to impose higher taxes on small businesses, knowing that these so-called "split-roll" proposals would inflict irreparable harm on California's economy; and

WHEREAS, Proposition 13 has become a nationwide symbol for taxpayer revolt and for citizens exercising control and power over their governments.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bakersfield as follows:

1. The above recitals are true and correct.
2. The City of Bakersfield supports the original spirit and intention of Proposition 13 which was to stop government from spending taxpayer funds on frivolous items, and to force the legislature to live within its means, not find ways to extract funds elsewhere.
3. The City of Bakersfield, in recognition of the positive impact Proposition 13 has had on the State of California, formally reaffirms our support for Proposition 13 and the benefit that it provides to individual homeowners, renters, local governments and to the state's overall economy.

-----o0o-----

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on OCT 22 2014, by the following vote:

<u>YES:</u>	COUNCIL MEMBER RIVERA, <u>Maxwell, Weir</u> , SMITH, HANSON, <u>Sullivan</u> , JOHNSON
<u>NOES:</u>	COUNCIL MEMBER <u>NONE</u>
<u>ABSTAIN:</u>	COUNCIL MEMBER <u>NONE</u>
<u>ABSENT:</u>	COUNCIL MEMBER <u>NONE</u>

Roberta Gafford
ROBERTA GAFFORD, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED OCT 22 2014

By Harvey L. Hall
HARVEY L. HALL
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By Joshua H. Rudnick
JOSHUA H. RUDNICK
Deputy City Attorney



October 2, 2019

Hon. Xavier Becerra
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

RECEIVED

OCT 02 2019

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Attention: Ms. Anabel Renteria
Initiative Coordinator

Dear Attorney General Becerra:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional initiative (A.G. File No 19-0008, Amendment No. 1) related to taxation of commercial property.

Background

Local Governments Levy Taxes on Property Owners. California local governments—cities, counties, schools, and special districts—levy property taxes on property owners based on the value of their property. Taxed properties include real property—land and buildings—and business personal property—machinery, computers, and office equipment. Property taxes raise around \$65 billion annually for local governments, about \$2 billion of which is attributable to business personal property. Statewide, about 60 percent of property tax revenue is allocated to cities, counties, and special districts, while the remaining 40 percent is allocated to schools and community colleges.

Counties Administer the Property Tax. County assessors determine the taxable value of property, county tax collectors bill property owners, and county auditors distribute the revenue among local governments. Statewide, county spending for property tax administration exceeds \$600 million each year.

Property Taxes Are Based on a Property's Purchase Price. Each property owner's annual property tax bill is equal to the taxable value of their property multiplied by their property tax rate. Property tax rates are capped at 1 percent plus smaller voter-approved rates to finance local infrastructure. A property's taxable value generally is based on its purchase price. When a property is purchased, the county assessor assigns a value to the property—often its purchase price. Each year thereafter, the property's taxable value increases by 2 percent or the rate of inflation, whichever is lower. This process continues until the property is sold and again is taxed at its purchase price. In most years, the market value of most properties grows faster than 2 percent per year. As a result, under this system the taxable value of most properties is less than their market value.

Legislative Analyst's Office
California Legislature
Gabriel Petek, Legislative Analyst
925 L Street, Suite 1000, Sacramento, CA 95814
(916) 445-4656

California Taxes Individual Income and Corporate Profits. California levies a personal income tax (PIT) on the income of state residents, as well as the income of nonresidents derived from California sources. California also levies a corporation tax on the profits of corporations.

Property Owners Can Deduct Property Tax Payments From Taxable Income. State law allows property owners to deduct property tax payments from their taxable income for the purposes of calculating PIT and corporation tax payments. This reduces their tax bills.

State Constitution Governs State Spending on Schools and Community Colleges. The State Constitution requires the state to provide a minimum amount of annual funding for schools and community colleges, known as the “minimum guarantee.” The minimum guarantee tends to grow with the economy and number of students.

Proposal

Assess Commercial and Industrial Property at Market Value. The measure requires commercial and industrial properties, as well as vacant land not intended for housing, commercial agriculture, or protected open space to be taxed based on their market value, as opposed to their purchase price. A property’s market value is what it could be sold for today. The measure’s shift to market value assessment is phased in over a number of years beginning in 2022-23. For properties in which the majority of space is occupied by small businesses—defined as businesses that own California property and have 50 or fewer employees—the shift to market value taxation would not begin until 2025-26 or a later date set by the Legislature.

Properties owned by individuals or businesses whose property holdings in the state total less than \$3 million (adjusted for inflation biannually beginning in 2025) are exempt from market value taxation. These properties would continue to be taxed based on purchase price. Similarly, residential properties would continue to be taxed based on purchase price.

Exempt Lower Value Business Personal Property. The measure exempts from taxation the first \$500,000 in value of a business’s personal property. Additionally, the measure exempts from taxation all personal property of small businesses—as defined above.

Allocate New Revenues to Local Governments and Schools. The measure allocates most new revenue resulting from the measure to cities, counties, special districts, and schools. Before allocating funds to local governments, the measure requires a portion of the new revenues be allocated to (1) the state general fund to compensate for any reductions in PIT and corporation tax revenue resulting from the measure (as discussed below) and (2) counties to cover their costs of administering the measure. Of the remaining funds, roughly 60 percent is allocated to cities, counties, and special district, with each entity receiving an amount proportional to the share of property tax revenues in their county that they receive under existing law. The remaining roughly 40 percent would be allocated to schools and community colleges generally according to the same per-pupil formulas the state uses to distribute most other funding for these entities. This allocation would supplement the existing funds schools and community colleges receive under the state’s constitutional minimum funding requirement.

Fiscal Effect

Market Assessment Would Increase Property Tax Revenues. Upon full implementation, the measure’s shift of most commercial and industrial properties to market value assessment would increase annual property taxes paid for these properties by \$8 billion to \$12.5 billion in most

years. The amount of revenue raised in a given year would depend heavily on the strength of the state's real estate markets in that year. As a result, this new revenue stream would fluctuate more from year to year than property tax revenues have historically.

Business Personal Property Exemption Would Decrease Property Tax Revenues. The measure's new business personal property exemptions likely would reduce property tax revenues by several hundred million dollars per year.

Allocation of Net Increase in Property Tax Revenues. On net, the measure would increase statewide property tax revenue by \$7.5 billion to \$12 billion annually in most years. From this revenue, the measure first allocates funding to cover:

- ***Decreased Income Tax Revenues.*** By increasing property tax payments for commercial and industrial properties, the measure would decrease taxable personal and corporate income and, in turn, decrease state PIT and corporate tax revenues. This decrease in PIT and corporate tax revenues could be as much as several hundred million dollars annually.
- ***Increased County Costs for Property Tax Administration.*** The measure creates significant new administrative responsibilities for counties, particularly county assessors. These new responsibilities could increase county property tax administration costs by hundreds of millions of dollars per year ongoing.

Of the remaining \$6.5 billion to \$11.5 billion, roughly 60 percent would be allocated to cities, counties, and special districts and roughly 40 percent to schools and community colleges.

Short-Term General Fund Costs. Counties likely will incur administrative costs related to the measure before new revenue is available to cover their costs. The measure requires the state to provide loans to counties to cover these initial costs—possibly in the hundreds of millions of dollars—until new revenue is available, at which time the state loans would be repaid.

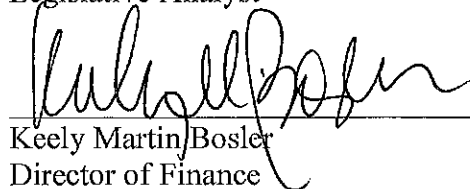
Summary of Fiscal Effects.

- Net increase in annual property tax revenues of \$7.5 billion to \$12 billion in most years, depending on the strength of real estate markets. After backfilling state income tax losses related to the measure and paying for county administrative costs, the remaining \$6.5 billion to \$11.5 billion would be allocated to schools (40 percent) and other local governments (60 percent).

Sincerely,



Gabriel Petek
Legislative Analyst


Keely Martin Bosler
Director of Finance

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions f.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/12/2019
WARD: Ward 2
SUBJECT: Resolution to add Area 4-204 (625 34th Street) to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

On November 20, 2019 the Council adopted Resolution of Intention No. 2028 to add the above territory to the Consolidated Maintenance District as required by Section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next Annual Update to the consolidated maintenance district. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The addition of this territory to the Consolidated Maintenance District is not prohibited by Proposition 218.

The City of Bakersfield has received a letter from the owner(s) of the property described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessment.

In order to provide future property owner(s) with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded for this territory with the Kern County Assessor-Recorder's Office upon approval of this Resolution.

ATTACHMENTS:

Description	Type
▢ Resolution adding Area 4-204 to the CMD	Resolution
▢ MD 4-204 Exhibit 1	Exhibit
▢ MD 4-204 Exhibit A	Exhibit
▢ MD 4-204 Exhibit B	Exhibit
▢ MD 4-204 Exhibit C	Exhibit
▢ MD 4-204 Exhibit D	Exhibit
▢ MD 4-204 Exhibit E	Exhibit
▢ MD 4-204 Exhibit F	Exhibit

A RESOLUTION ADDING TERRITORY, AREA 4-204 (625 34TH STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add Area 4-204, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

WHEREAS, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2028 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-204, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-204 (625 34th Street), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bakersfield, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Council hereby adds territory, Area 4-204 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUCILMEMBER	RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUCILMEMBER	_____
ABSTAIN:	COUCILMEMBER	_____
ABSENT:	COUCILMEMBER	_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED: _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Attachments:

Exhibit "1" Exhibit "D"
Exhibit "A" Exhibit "E"
Exhibit "B" Exhibit "F"
Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-204

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 625 34th Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2019-2020 Budget and Assessment Roll as set forth in Exhibit "D" and Exhibit "E," respectively, attached hereto and incorporated herein as though fully set forth, upon all parcels of property within additional territory subject to be assessed to pay the cost of maintenance and operation in said area.

Dated: _____

NICK FIDLER

Public Works Director
City of Bakersfield

LEGAL DESCRIPTION

Area 4-204

An area located in Section 19, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 19-0235
625 34th St Bakersfield California

Containing: 1.4 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-204) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-204 SHEET 1 of 1

**CONSOLIDATED MAINTENANCE DISTRICT
CITY OF BAKERSFIELD
BENEFIT FORMULA**

Each parcel joining the Consolidated Maintenance District shall be assessed the amount as defined below:

Rate:
Shall equal the dollar amount shown per the tier level of your zone of the Consolidated Maintenance District on Attachment A "Consolidated Maintenance District Cost per Tier" as approved by City Council Resolution 019-15. As per the Resolution, "Said amounts shall be increased annually by the cost of living increase reflected in the Los Angeles-Riverside-Orange County / All Urban Consumers Consumer Price Index." Tier levels for both Parks and Street Landscaping in the 5 zones of the Consolidated Maintenance District are established by the Recreation and Parks Department through separate policy.

Multiplied by (EDU): The number of Equivalent Dwelling Units (EDU's as defined below) for the parcel.

Multiplied by (Tier): The factor for the tier level, which equals the street or tier number. This tier is assigned by the Recreation and Parks Department for the entire area of the Consolidated Maintenance District.

County Fee(Tier): The County of Kern Assessors Office charges a fee for each parcel added to their tax roll.

Total Assessment \$= ((Park Rate x Park Tier) x EDU) + ((Street Rate x Street Tier) x EDU) + (County Fee)

Note: Since Proposition 218 was passed in November 1996, assessment rates for areas formed prior to Proposition 218 have been frozen at their current rate.

Areas formed between November 1996 and January 12, 2005 shall be assessed by the terms stated on their Proposition 218 ballot.

On January 12, 2005 the city passed Resolution 19-05 which allowed for an escalator on the maximum assessment. Any areas formed after Proposition 218 and which have ballots which include this escalator may be increased according to their ballot terms.

A parcel may be added to the City of Bakersfield Consolidated Maintenance District if any of the below conditions occurs:

1. Bakersfield Municipal code 13.04.021:

"It is the policy of the city to include within a maintenance district all new developments that are subject to the Subdivision Map Act and that benefit from landscaping in the public right-of-way and/or public parks. Nothing shall preclude the city from requesting formation of a maintenance district, or joining a maintenance district, as a condition of a zone change, or general plan amendment, or conditional use permit, or during site plan review where deemed necessary by the city."

2. Bakersfield Municipal Code 13.04.022 (A):

"No final map or certificate of compliance for a parcel map waiver may be recorded absent establishment of a maintenance district to provide for all future maintenance of any landscaping in the public right-of-way and of any public park required as a condition of approval of the development project for the area covered by the final map or parcel map waiver."

3. City staff determines this is necessary as part of: Site Plan Review Conditions, Zone Change, a General Plan Amendment, or a Conditional Use Permit.

Equivalent Dwelling Units (EDU) shall be assigned using the following policy. EDU's may also be adjusted given special conditions or agreements as necessary to adequately reflect the conditions of the site at the time of formation. Developed Parcels will be assessed by their actual units on their site as per their plans, map, or current use.

Single Family Residential Parcels:	1 EDU per Parcel
Mobile Home Parks:	1 EDU per Space / Lot
Multifamily Residential Parcels:	.71 EDU per Unit
(Commercial / Industrial / Mixed Use):	6 EDU per Acre

Undeveloped ground in its natural state will be assigned EDU's based on their zoning at max theoretical density as used by the City of Bakersfield Planning Dept. Those densities are:

Zone EDU's per gross acre

R-1	4
R-2	17.42 (max.)
R-3	34.85 (max.)
R-4	72.6 (max.)
E	4.36
R-S	1.82
R-S-1A	1
R-S-2.5A	0.4
R-S-5A	0.2
R-S-10A	0.1

Commercial / Industrial / Mixed Use: 6 EDU per gross acre
Agricultural: 1 EDU per gross acre

MAINTENANCE DISTRICT AREA 4-204

Said assessment is made in accordance with the benefit formula attached hereto.

2019-2020 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-204

ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
002-042-10-00-9	\$0.00

Total	\$0.00
-------	--------



Dignity Health
Bakersfield Memorial Hospital

420 34th Street
Bakersfield, CA 93301
direct 661-327-4647
fax 661-326-0706
bakersfieldmemorial.org

September 27, 2019

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

**RE: Inclusion of *SPR No. 19-0235* in a Consolidated Maintenance District (CMD)
APN's: 002-482-10, 14, 18 & 19**

We, the undersigned, as owners of the property included within ***SPR No. 19-0235*** hereby request that the property be included within the CMD. This request is in accordance with the requirements of Bakersfield Municipal Code Section 13.04.021. Enclosed is a check for \$910.00 as required by the City to cover the costs of this inclusion into the CMD. If requested, our engineer will supply you with a computer disk copy of the map for your use.

We understand that under Proposition 218 and Government Code section 53753 ("applicable law"), a City Council hearing will be held for purposes of including the above property within the CMD and determining the amount of assessments. We hereby waive our right to have a hearing within the time parameters set forth in the applicable law. We further understand that the hearing is scheduled for _____, 20__ at 5:15 in the Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Ken Keller
President and CEO
Bakersfield Memorial Hospital

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions g.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/22/2019
WARD:
SUBJECT: Purchase of John Deere® mowers

1. Resolution determining that John Deere® mowers can most efficiently be obtained through cooperative procurement bidding procedures from John Deere® Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$87,000.
2. Appropriate \$22,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase of two unbudgeted mowers.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the appropriation and purchase.

BACKGROUND:

This purchase of mowers is for replacement of eight 60" mowers for the Recreation and Parks Department. Six mowers are budgeted for replacement in the current budget year. Two mowers are in need of repair and due to the equipment being at the end of its life expectancy, staff recommends replacement of the equipment.

The City municipal code allows the City to dispense with bidding when equipment or supplies are not available from a local vendor whose company has developed said pricing through a competitive bidding process with another government agency.

John Deere® Company, Inc. has entered into a competitive procurement contract with Sourcewell to offer discount pricing for John Deere® equipment. The delivering dealer will be Kern Machinery, Inc., Bakersfield. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of John Deere® mowers from John Deere® Company, Inc., Cary, NC, not to exceed \$87,000 for eight John Deere® Z955M ZTrak 60" mowers for the Recreation and Parks Department.

Funds are budgeted in the Equipment Management Fund for six mowers. Staff recommends appropriation of \$22,000 Equipment fund balance for the purchase of two unbudgeted mowers. Of this amount, \$18,236 has been recovered through fleet rental rates. The difference of \$3,363.92 will be recouped through future fleet rental rates.

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF JOHN DEERE MOWERS AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF EIGHT MOWERS, NOT TO EXCEED \$87,000.

WHEREAS, the City may enter into cooperative procurement contracts for supplies, equipment or materials without competitive bidding pursuant to Bakersfield Municipal Code Section 3.20.060(D)(6); and

WHEREAS, prices offered through national cooperative procurement contracts are generally less expensive than the prices for work, supplies, the City is currently paying; and

WHEREAS, purchasing work, supplies, equipment or materials for the City through national cooperative procurement contracts is to the City's economic advantage and in the City's best interests; and

WHEREAS, Bakersfield Municipal Code Section 3.20.060(D)(6) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the City, and to the City's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months; and

WHEREAS, the process used to determine the vendors for the cooperative procurement contracts herein substantially comply with the City's procurement process, including public advertisement for sealed bids and awards determined on the basis of best value.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Council finds that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the city, and to the city's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months.

3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(6) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$87,000.

4. The Finance Director or his designee is authorized to purchase eight John Deere Mowers at Sourcewell Contract #062117-DAC pricing through John Deere Company, Kern Machinery, Inc., Bakersfield, will be the delivering dealer, and to negotiate the purchase of same, not to exceed \$87,000.

5. That the Finance Director or designee is authorized to negotiate and execute any documents that may be necessary to register with, and purchase work, supplies, equipment or materials from the vendors herein.

--oo0oo--

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

YES:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER _____

CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____
KAREN GOH Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions h.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/19/2019
WARD: Ward 2
SUBJECT: Sewer connection fee and McDonald Planned Sewer Area construction cost assessment for 137 Morrison Street:

1. Resolution confirming assessments for sewer connection fee and McDonald Planned Sewer Area construction cost and authorizing the collection of assessment by the Kern County Tax Collector.
2. Agreement with Alma Lizbeth Garcia, 137 Morrison Street, to pay the sewer connection fee and construction cost through the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the agreement.

BACKGROUND:

The owner of the property at 137 Morrison Street desires to connect said property to the City sewer system. The property owner claims that to pay the sewer connection fee and McDonald Planned Sewer Area construction cost in one payment would produce an economic hardship. To assist in paying the connection fee of \$4,600 and sewer construction cost of \$6,529.20, the City has contracted with the property owner to spread the connection fee and sewer construction cost over an eight-year period to be collected with their property taxes in accordance with Municipal Code Section 14.12.030, 14.12.390, and 16.32.060. Ordinance No. 4433 dated May 23, 2007, authorizes the Kern County Tax Collector to collect the connection fee in eight equal payments over the next eight years.

ATTACHMENTS:

Description	Type
☐ Resolution for sewer connection fee and construction cost for 137 Morrison St	Resolution
☐ 137 Morrison St sewer connection agr	Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BAKERSFIELD CONFIRMING ASSESSMENT FOR SEWER
CONNECTION FEE MCDONALD PLANNED SEWER AREA
CONSTRUCTION COST AND AUTHORIZING THE
COLLECTION OF ASSESSMENT BY THE KERN COUNTY TAX
COLLECTOR.**

WHEREAS, the owners of the property as set forth in **Exhibit "A,"** located within the City of Bakersfield, will connect their property to the City sewer system; and

WHEREAS, the City finds that to pay the cost of the sewer connection fee and McDonald Planned Sewer Area construction cost in one payment would produce an economic hardship on the property owners; and

WHEREAS, to assist the property owners in paying the sewer connection fee and McDonald Planned Sewer Area construction cost, the City has agreed to spread the cost of the fee and construction cost over an eight year period; and

WHEREAS, the property owners (set forth in **Exhibit "A"**) have entered into an agreement with the City to pay the cost of the connection fee and construction cost through their property taxes over the next eight years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby confirms and approves the individual assessments for sewer connection fee and McDonald Planned Sewer Area construction cost set forth in **Exhibit "A"**.
3. The Kern County Tax Collector is hereby authorized to collect the assessment for sewer connection fee and McDonald Planned Sewer Area construction cost to be collected in eight equal payments over the next eight years.
4. The provisions of Proposition 218 do not apply as the sewer connection fee cost and construction cost was imposed at the written request of the property owners.

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER:	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER:	_____
ABSTAIN:	COUNCILMEMBER:	_____
ABSENT:	COUNCILMEMBER:	_____

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

KAREN GOH
MAYOR of the City of Bakersfield

APPROVED as to form:
VIRGINIA GENNARO
CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

Attachment: **Exhibit "A"**

EXHIBIT "A"

Property Owner and Individual Assessment

ATN: 020-284-04-00-8

Alma Lizbeth Garcia
137 Morrison Street
Bakersfield, CA 93309

Sewer Connection Fee	\$4,600.00
McDonald Planned Sewer Area Construction Cost	<u>\$6,529.20</u>
Total Assessment	\$11,129.20

AGREEMENT NO. _____

**AGREEMENT TO PAY SEWER CONNECTION FEE AND
MCDONALD PLANNED SEWER AREA CONSTRUCTION
COST IN INSTALLMENTS AND NOTICE OF SPECIAL
ASSESSMENT LIEN**

THIS AGREEMENT is made and entered into on _____, 2019 by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation ("CITY") herein, and **ALMA LIZBETH GARCIA, A SINGLE WOMAN** ("PROPERTY OWNER") herein.

RECITALS

WHEREAS, PROPERTY OWNER wishes to connect to the City sewer; and

WHEREAS, CITY agrees to allow PROPERTY OWNER to pay the sewer connection fee and McDonald Planned Sewer Area construction fee by installment and PROPERTY OWNER agrees that the sewer connection fee and construction fee will be placed on the property tax rolls for collection and placed as a special assessment lien thereon,

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. **LOCATION OF PROPERTY.** PROPERTY OWNER owns a single-family residence located at 137 Morrison Street, (ATN 020-284-04-00-8) within the city limits of the CITY.

2. **SEWER CONNECTION FEE.** The sewer connection fee payable to the CITY shall be in the amount of \$4,600.00 and the McDonald Planned Sewer Area construction fee shall be in the amount of \$6,529.20, for a total payment of \$11,129.20. PROPERTY OWNER hereby requests, and CITY agrees to allow PROPERTY OWNER to pay the sewer connection fee and sewer construction fee by installment as provided for herein. PROPERTY OWNER also agrees to indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, arising out of, connected with or in any way arising from, the terms and provisions of this Agreement.

3. **ECONOMIC HARDSHIP.** PROPERTY OWNER represents and the City hereby finds that to pay the cost of the sewer connection fee and sewer

construction fee in one payment would produce an economic hardship on PROPERTY OWNER.

4. **PAYMENT.** PROPERTY OWNER agrees to pay the sewer connection fee and sewer construction fee in eight equal annual installments of \$1,391.15, each of which shall be placed on the tax assessment rolls, the first payment to be due and payable on the next Kern County Assessors tax bill.

5. **CONSENT FOR SPECIAL ASSESSMENT LIEN PLACEMENT ON PROPERTY.** PROPERTY OWNER further agrees and consents to the CITY placing a special assessment lien on the above property for the amount of the sewer connection fee and sewer construction fee which will remain until such time as PROPERTY OWNER pays off the total sewer connection and construction fees.

6. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

7. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

8. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:


CITY:	CITY OF BAKERSFIELD City Hall 1600 Truxtun Avenue Bakersfield, California 93301
PROPERTY OWNER:	Alma Lizbeth Garcia 137 Morrison Street Bakersfield, CA 93309

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

"PROPERTY OWNER"
ALMA LIZBETH GARCIA

By:  _____
Alma Lizbeth Garcia

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
RICHARD IGER
Deputy City Attorney

By: _____
RANDY MCKEEGAN
Finance Director

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of KERN }

On NOV. 18, 2019 before me, ESTHER L. PARRA, NOTARY PUBLIC,
(Here Insert Name and Title of the Officer)

personally appeared ALMAGARCIA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

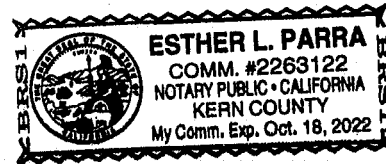
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Esther L. Parra

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/27/2019

WARD:

SUBJECT: Mount Vernon Recycling Facility:

1. Resolution determining that the rental of a green waste grinder cannot be reasonably obtained through the usual bidding procedures due to an operational emergency and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$126,653.
2. Appropriation of \$127,000 from the Refuse Enterprise Fund to the Public Works Department's Operating Budget.
3. Agreement with Pape Machinery Co. for the rental of a green waste grinder, not to exceed \$126,653.

STAFF RECOMMENDATION:

Staff recommends adoption of the Resolution, appropriation of funds, and approval of the Agreement.

BACKGROUND:

The Mt. Vernon Recycling Facility has two grinding stations – one for green waste, and one for wood waste. The grinders are very large machines that grind over one ton of material per minute. The green waste grinder handles all of the curbside green waste and commercial food waste recycling for Bakersfield and most of Kern County. The green waste grinder has had a major mechanical breakdown and is out of service. It will not be repaired because doing so would not be cost effective. It has been used for five years of its planned seven year service life and the major repair cost would not be recaptured. A replacement grinder is being purchased through the Fleet Division. Because the replacement unit will take over three months to build, it is necessary to rent a unit on an emergency basis in order to process the daily flow of green and food waste. The Facility will incur great expense and risk of fire if the 450 tons of daily incoming green waste and commercial food waste are not timely processed for composting.

In lieu of the normal bidding process, staff obtained written price quotes from three vendors who have rental grinders available. These quotes are tabulated on Exhibit A. Pape Machinery Company submitted the lowest price quote. Pursuant to Bakersfield Municipal Code section

3.20.060 (D)(4), the proposed resolution deems the equipment to be of urgent necessity for the preservation of life, health or property.

Funding source for this item is Refuse Enterprise funds, therefore there is no impact to the General Fund.

ATTACHMENTS:

Description		Type
▣	Exhibit A	Backup Material
▣	Resolution	Resolution
▣	PAPE Machinery Agreement	Agreement

SOLID WASTE DIVISION

QUOTATION WORKSHEET FOR:							
A 1050 BHP diesel-fitted tier 4 final CAT 27 IC Engine rental Grinder				COMPANY: Power Screen	COMPANY: RDO Equipment co.	COMPANY: Pape Machinery- MORBARK	COMPANY:
				CONTACT: Randy Wyrick	CONTACT: McKennan Buckner	CONTACT: Russ Console	CONTACT:
				PHONE: (559) 269-4759	PHONE: (559) 400-1121	PHONE: (209) 720-8774	PHONE:
				FAX: (707) 253-1896	FAX: (866) 306-5036	FAX: (559) 834-4754	FAX:
				EMAIL: r@PowerscreenOfcalifornia.com	EMAIL: Mbuckner@rdoequipment.com	EMAIL: rconsole@papemachinery.com	EMAIL:
Note: The 3 Grinders are on tracks.				DATE CONTACTED: 11/22/2019	DATE CONTACTED: 11/22/2019	DATE CONTACTED: 11/22/2019	DATE CONTACTED:
				DEADLINE: 11/29/2019	DEADLINE: 11/29/2019	DEADLINE: 11/29/2019	DEADLINE:
	Terex Grinder - 680	HG6800TX	2019 Vermeer			Morbark 6400 T Horizontal Grinder	
	Monthly rate: \$42,000.00		Monthly rate: \$45,000.00		Monthly rate: 38,000.00		
DELIVERY COST							
FREIGHT / DELIVERY		\$7,000.00	\$2,400.00		3,000.00		
TAX		\$3,465.00	\$3,360.38		\$3,382.50		
TOTAL		\$52,465.00	\$50,760.38		\$44,382.50		

SELECTED VENDER By: Albino R Gonzalez Pape Machinery- MORBARK

BASIS: Price and availability

DATE: 11/26/2019

RESOLUTION NO. _____

A RESOLUTION DISPENSING WITH BIDDING PROCEDURES DUE TO AN EMERGENCY OPERATING CONDITION AT THE CITY'S MT.VERNON AVENUE RECYCLING FACILITY, AND AUTHORIZING PAPE MACHINERY, INC. TO PROVIDE A RENTAL GREEN WASTE GRINDER, NOT TO EXCEED ONE HUNDRED TWENTY SIX THOUSAND, SIX HUNDRED AND FIFTY THREE DOLLARS (\$126,653).

WHEREAS, the Mount Vernon Avenue Recycling Facility (Facility) is in the process of replacing a worn out green waste grinder; and

WHEREAS, said grinder must be available for use to process and recycle curbside green waste and commercial food waste for the health and safety of the community; and

WHEREAS, the existing grinder has experienced a major mechanical breakdown that is not cost effective to repair due to the age of the grinder; and

WHEREAS, Pape Machinery Co. has been found to have available to the Facility a rental grinder at the lowest cost of three vendors; and

WHEREAS, the Facility will incur great expense and risk of fire if the 450 tons of daily incoming green waste and commercial food waste are not timely processed for composting; and

WHEREAS, manufacturing and delivery of a replacement grinder requires at least 90 days; and

WHEREAS, the Public Works Director recommends the City Council find that said work, supplies, equipment and materials necessary to rent a grinder from Pape Machinery Co. at the Facility while the City replaces the existing nonfunctioning grinder with a functioning grinder is of urgent necessity for the preservation of life, health or property and that the Council authorizes dispensing with bidding requirements in accordance with subsection D.4 of Section 3.20.060 of the Bakersfield Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. The City Council finds and declares that the foregoing recitals are true and correct and are hereby incorporated fully as a material part

of this Resolution and based upon such matters, the City Council makes the additional findings set forth herein below.

2. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.
3. The expenditure of funds for Pape Machinery to provide rental of a green waste grinder for the Mount Vernon Green Waste Facility shall not exceed One Hundred Twenty Six Thousand, Six Hundred and Fifty Three Dollars (\$126,653).
4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

-----oo0oo-----

HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER	RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER	_____
ABSTAIN:	COUNCILMEMBER	_____
ABSENT:	COUNCILMEMBER	_____

JULIE DRIMAKIS, CMC

City Clerk and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO
CITY ATTORNEY

By _____
JOSHUA H. RUDNICK
Deputy City Attorney



MACHINERY

Agreement No: _____

EQUIPMENT DELIVERY PENDING RECEIPT OF THIS COMPLETED FORM

PLEASE COMPLETE **ALL** MANDATORY INFORMATION REQUIRED BY PAPÉ
MACHINERY FOR ALL RENTAL EQUIPMENT

Date: 11-27-19

Sent By: Kevin Barnes Your Phone Number: (661) 326-3109

Your Company Name: City of Bakersfield Solid Waste Division
(Customer)

Address: 4101 Truxtun Ave., Bldg A
(Customer) Street City State Zip

Phone: (661) 326-3019 Fax: (661) 852-2121 Email: kbarnes@bakersfieldcity.us

Project Number: _____

*Project Name: Mt. Vernon Facility Area 2 Grinder

*Project Address: 2601 South Mt. Vernon Ave. Bakersfield, CA 93307
*Street *City *State *Zip

*Customer's Role (Check All That Apply): General Contractor___ Sub Contractor___

Sub-Sub Contractor___ Property Owner ☒

*Project Type: Residential___ Owner Occupied Residential___ Commercial___ State___ Federal___

Other Municipal Compost Facility

Property Owner: City of Bakersfield

Address Or Phone: same
Street City St Zip Phone

General Contractor (If Different): same

Address Or Phone: _____
Street City St Zip Phone

***REQUIRED**

PLEASE FAX THIS COMPLETED FORM TO **Cynde Alexander** at 888.424.6915 OR YOU MAY EMAIL
IT TO calexander@papemachinery.com.

INTERNAL USE ONLY:

*Papé Location #: _____ *Papé Location Name: _____

Surety Company: _____ Bonding # _____

*Date Of Delivery: _____ *Est Cost: _____ *Est Length Of Rental: _____

*Description Of Equipment Furnished: _____



Short-Term Rental/Demo Agreement

Customer Number	1122768
Phone #	(661) 326-3114
Bill To:	CITY OF BAKERSFIELD 1501 TROXTON AVE BAKERSFIELD CA 93301

Ship To:	CITY OF BAKERSFIELD
Phone #:	(661) 326-3045
	CITY OF BAKERSFIELD FLEET 2601 SOUTH MOUNT VERNON BAKERSFIELD CA 93307
Contact:	RIOS GONZALEZ

Contact Number	1301408
Credit Auth #	
Customer P.O. No.	RIOS GONZALEZ
Delivery Date	December 03, 2019
Rental Start Date	December 12, 2019
Call Off Date / Time	
Called Off By	

DESCRIPTION

Rental Term	4	Ship Via	ESDNER	Hauling Rate	Ordered By	RIOS GONZALEZ	Salesman	JEK EOOZE	Agreed Value
Qty	1	PK/Model	Serial #	Description	Rate	Day/8 hrs (OT)	Wk/40 hrs (OT)	4 Wk/160 hrs (OT)	
	1	KG/6400MT	195-1019	WOOD BOX	\$3,175.00 (\$215.90)	\$12,675.00 (\$0.00)	\$38,000.00 (\$0.00)	\$5,790.00	
				LOSS DAMAGE WAIVER	\$476.25	\$1,901.25			
				TAX AMOUNT	\$3,125.00				

NOTICE RE: IDLING LIMIT
LESSEE IS RESPONSIBLE FOR COMPLIANCE WITH IDLING LIMITS.
No vehicles or engines subject to CARB regulations
may idle for more than 5 consecutive minutes.

THE IDLING LIMIT DOES NOT APPLY TO:

1. idling when starting or stopping the vehicle in a safe operating condition
2. idling for more than 5 minutes while the vehicle is in a safe operating condition
3. idling for testing, servicing, repairing or diagnostic purposes
4. idling necessary to accomplish work for which the vehicle was designed (such as operating a crane)
5. idling required to bring the machine system to operating temperature and idling necessary to ensure safe operation of the machine

HOURS: Standard usage is 8 hrs. per day, 40 hrs. per week or 160 hrs. per 4 weeks.

DISCLAIMER OF WARRANTIES: Lessor makes no warranty against defects in the material, workmanship, capacity, stability, or safety of the Equipment. LESSOR, ITS ASSIGNS, THE WHOLESALE DISTRIBUTOR, AND THE MANUFACTURER HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE TO LESSEE FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

Lessee has read and understands the foregoing disclaimer. (Customer initials)

LOSS DAMAGE WAIVER: Unless you provide sufficient proof of physical damage insurance on the Equipment, you are provided with and charged for the Loss Damage Waiver (LDW) to cover your responsibility for any loss, destruction or damage (losses) to the Equipment. YOU REMAIN RESPONSIBLE FOR THE FIRST \$1,000 PER INCIDENT OF ANY LOSSES TO THE EQUIPMENT, NORMAL WEAR AND TEAR EXCEPTED, WHILE IT IS IN YOUR POSSESSION OR CONTROL. If any losses result from abuse, gross negligence or other willful misconduct, you are responsible for the full amount of losses even if the LDW is in effect. LDW is not mandatory and you have the option of not paying for it if you provide, IN ADVANCE OF RENTAL OF EQUIPMENT, the proof of physical damage insurance. The fee for the LDW will be reflected on the invoice or other notice to you, and will be applied to any rental agreement extensions. The LDW is not insurance.

Lessor/Received By:

Date:

Lessor:

Corporate Rental Manager

Signature designates acceptance of Paper's Rental Terms and Conditions effective on the date hereof, which are incorporated in full by this reference. The Rental Terms and Conditions are available at www.paper.com/terms and will also be provided by mail or e-mail upon request. Lessee accepts such terms and acknowledges receipt of an executed copy of this Agreement. Lessee represents and warrants that the Equipment is being rented for business purposes only and is not for personal, family or household use.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
PAPE MACHINERY

By: _____
KAREN GOH
Mayor

By: _____
LEA FODIE
Print Name: _____
Title: RENTAL MANAGER

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II
Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit _____



MACHINERY

PAPE MACHINERY - A Pape Company

3000 San Antonio Drive
Fowler, CA 93625

Office: 559-834-4774

Fax: 559-834-4754

Cell: 559-977-2662

Email: lfoote@papemachinery.com

Branch #: 13

Rental

Manager: Lea Foote

Date: 11/25/2019

Customer Information

Name: **City of Bakersfield**

Contact: Rios Gonzalez

Address: 2601 S. Mt. Vernon Ave.

City, State: Bakersfield, CA

Zip: 93307

Phone:

Fax:

Job Site Information

Name: **Mt. Vernon Recycling and Composting**

Contact:

Address:

City, State:

Zip:

Phone:

Fax:

Qty	Description	Rental Rates			Rental Term	Estimated Total
		Day	Week	Month		
1	Morbark 6400XT Horizontal Grinder	3,175.00	12,675.00	38,000.00	1 M M M M	38,000.00
	Normal replacement of wear items and clean up of machine will be charged upon return. Thank you for choosing Pape Machinery					
Sub Total						38,000.00
Transportation Charges						3,000.00
Loss Damage Waive N						
Estimated Taxes 8.25%						3,382.50
Estimated Total						\$44,382.50

Rental Quote is valid through: 12/31/19

Comments :

Freight is an estimate. Actual cost will be billed to customer after receipt of invoice from hauling company.
160 hours per month. Over hours will be billed at \$175.00 per hour.



December 3, 2019

Pape Machinery, Inc.
P.O. Box 171199
Memphis, TN 38187

To Whom It May Concern:

The City of Bakersfield is self-insured for General Liability, Automobile Liability and Workers' compensation.

All exposures, including contractual liability, arising out of City operations are covered by the City's self-insurance program undertaken pursuant to California Government Code Section 990.

Under our self-insurance program, we will bear all risk of bodily injury and property damage losses until we have satisfied any obligations we may have.
This letter is in full force and effect until rescinded.

Sincerely,


Jena Covey
Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 111 SW COLUMBIA, STE. 500 PORTLAND, OR 97201 Attn: Amy Shafer 503-248-4857; amy.shafer@marsh.com		CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:															
INSURED Papé Machinery, Inc. c/o The Papé Group PO Box 407 Eugene, OR 97440		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : National Union Fire Insurance Company</td><td>19445</td></tr><tr><td>INSURER B : Insurance Company Of The State Of PA</td><td>19429</td></tr><tr><td>INSURER C : N/A</td><td>N/A</td></tr><tr><td>INSURER D : National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER E : N/A</td><td>N/A</td></tr><tr><td>INSURER F : Navigators Insurance Company</td><td>42307</td></tr></tbody></table>		INSURER	NAIC #	INSURER A : National Union Fire Insurance Company	19445	INSURER B : Insurance Company Of The State Of PA	19429	INSURER C : N/A	N/A	INSURER D : National Union Fire Ins Co Pittsburgh PA	19445	INSURER E : N/A	N/A	INSURER F : Navigators Insurance Company	42307
INSURER	NAIC #																
INSURER A : National Union Fire Insurance Company	19445																
INSURER B : Insurance Company Of The State Of PA	19429																
INSURER C : N/A	N/A																
INSURER D : National Union Fire Ins Co Pittsburgh PA	19445																
INSURER E : N/A	N/A																
INSURER F : Navigators Insurance Company	42307																

COVERAGES

CERTIFICATE NUMBER:

SEA-003202635-36

REVISION NUMBER: 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A G	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> PER PROJECT AGG \$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	GL 5180113 XSC30000974300	03/01/2019 03/01/2019	03/01/2020 03/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A F G	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA 2981543 NY18FXR837953IV XSC30000974100	03/01/2019 03/01/2019 03/01/2019	03/01/2020 03/01/2020 03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X WC 80756260 (AOS) WC 80756261 (CA) Includes Stop Gap Liability Only for State of WA	03/01/2019 03/01/2019	03/01/2020 03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SERVICES AGREEMENT.

THE CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, WHERE REQUIRED BY WRITTEN CONTRACT. GENERAL AND AUTOMOBILE LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY WHERE REQUIRED BY WRITTEN CONTRACT. WORKERS' COMPENSATION WAIVER OF SUBROGATION IS PROVIDED IN FAVOR OF THE SAME, WHERE REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BAKERSFIELD PUBLIC WORKS DEPT, FLEET SERVICES DIVISION 4101 TRUXTON AVENUE BAKERSFIELD, CA 93309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Raymond M. Schneider <i>Raymond M. Schneider</i>
---	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Papé Machinery, Inc. c/o The Papé Group PO Box 407 Eugene, OR 97440
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: Endurance American Insurance Company (10641)

Workers' Compensation (continued):

Policy #483762 (OR)

Insurer: SAIF

Effective Date: 01/01/2019

Expiration Date: 01/01/2020

Workers' Compensation: Statutory Limits

Employers Liability: \$1,000,000 Each Accident / \$1,000,000 Disease - Each Employee / \$1,000,000 Disease - Policy Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01A.M. 03/01/2019 forms a part of

policy No. CA 296-15-43 issued to THE PAPE GROUP, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

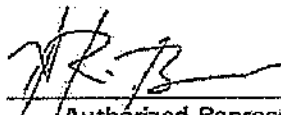
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 3/1/2019, forms a part of Policy No. WC 080-75-6261

Issued to The Pape Group

By National Union Fire Insurance Company of Pittsburgh, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY, OR

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Resolutions j.

TO: Honorable Mayor and City Council

FROM: Christi Tenter, Human Resources Manager

DATE: 10/23/2019

WARD:

SUBJECT: Amendment No. 25 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

BACKGROUND:

Effective January 1, 2020, the minimum wage in California will increase from \$12.00 per hour to \$13.00 per hour. There will be an impact to several classifications within the Temporary Unit. To be in compliance with the wage order and compaction issues based on duties required of higher classifications, salaries will be adjusted as follows:

Position #	Position Title	Grade	2019 Step 1	2019 Step 2	2020 Step 1	2020 Step 2
90539	Aquatics Coordinator	972	\$15.00	\$15.50	\$16.00	\$16.50
90119	Asst Pool Mgr.	954	\$13.50	\$13.75	\$14.50	\$14.75
90049	Asst Site Mgr. I	901	\$12.35	n/a	\$13.35	n/a
90039	Asst Site Mgr. II	956	\$12.70	n/a	\$13.70	n/a
26228	Clerk Typist - T Step	700	\$11.00	n/a	\$12.25	n/a
13499	Laborer – Temp	840	\$12.25	n/a	\$13.25	n/a
90449	Lifeguard	905	\$12.50	\$12.75	\$13.50	\$13.75
90139	Pool Manager	958	\$14.00	\$14.25	\$15.00	\$15.25
90059	Prog Coordinator I	903	\$14.00	n/a	\$15.00	n/a
90079	Prog Coordinator II	965	\$14.50	n/a	\$15.50	n/a

90029	Program Leader I	945	\$12.00	n/a	\$13.00	n/a
90019	Program Leader II	951	\$12.25	n/a	\$13.25	n/a
90179	Site Manager I	902	\$13.00	n/a	\$14.00	n/a
90189	Site Manager II	962	\$13.35	n/a	\$14.35	n/a
90469	Swim Instructor I	918	\$12.75	\$13.00	\$13.75	\$14.00

Public Works - Solid Waste Division (currently has 4 temp Laborers) - \$3,840.00

Recreation & Parks (currently has 103 temp employees) - \$9,880.00

As a reminder, State minimum wage increases are scheduled, by law, to continue incrementally until the year 2022. Consequently, there will continue to be both cost and compaction impact consistently in the coming years.

ATTACHMENTS:

Description	Type
▣ Reso Temp	Resolution

RESOLUTION NO. _____

**AMENDMENT NO. 25 TO RESOLUTION NO. 44-93
SETTING SALARIES AND RELATED BENEFITS FOR
THE TEMPORARY UNIT**

WHEREAS, Resolution No 44-93 sets salaries and related benefits for employees of the Temporary Unit; and

WHEREAS, the City desires to make amendment thereof;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that effective immediately following Council action, a portion of the Salary Schedule, a part of Resolution No. 44-93, is hereby amended as follows:

1. Resolution No. 44-93 is hereby amended by revising the salaries of the following class titles in the Temporary Unit:

			<u>Step 1</u>	<u>Step 2</u>
90539	A	Aquatics Coordinator	\$16.00	\$16.50
90119	A	Asst Pool Mgr.	\$14.50	\$14.75
90049	A	Asst Site Mgr. I	\$13.35	
90039	A	Asst Site Mgr. II	\$13.70	
26228	A	Clerk Typist I – Temp T-Step	\$13.25	
13499	A	Laborer – Temp	\$13.00	
90449	A	Lifeguard	\$13.50	\$13.75
90139	A	Pool Manager	\$15.00	\$15.25
90059	A	Program Coordinator I – Temp	\$15.00	
90079	A	Program Coordinator II – Temp	\$15.50	
90029	A	Program Leader I	\$13.00	
90019	A	Program Leader II	\$13.25	

90179	A	Site Manager I	\$14.00	
90189	A	Site Manager II	\$14.35	
90469	A	Swim Instructor I	\$13.75	\$14.00

-----oOo-----

I HEREBY CERTIFY that the foregoing Resolution/Ordinance was passed and adopted, by the Council of the City of Bakersfield at a regular meeting thereof held on _____ by the following vote:

AYES:	COUNCILMEMBER RIVERA , GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCILMEMBER _____
ABSTAIN:	COUNCILMEMBER _____
ABSENT:	COUNCILMEMBER _____

JULIE DRIMAKIS
CITY CLERK and Ex Officio Clerk of the
Council of the City of Bakersfield

APPROVED: _____

By _____
KAREN GOH
Mayor

APPROVED AS TO FORM:

By _____
VIRGINIA A. GENNARO
CITY ATTORNEY of the City of Bakersfield

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements k.

TO: Honorable Mayor and City Council
FROM: Dianne Hoover, Director of Recreation and Parks
DATE: 11/15/2019
WARD: Ward(s) 2, 6
SUBJECT: Agreement with Kern High School District (not to exceed \$50,000 paid to the City) for use of aquatic facilities for practice and swim meets.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

Since 2003, the Kern High School District (KHSD) has utilized the City's aquatic facilities for swim practice and swim meets. Previous arrangements have been mutually beneficial, whereby KHSD utilizes the City's aquatic facilities in return for a fee paid to the City to recover the operating costs of the facilities.

Kern High School District (KHSD) wishes to enter into an agreement with the City for use of aquatic facilities at McMurtrey Aquatic Center and Silver Creek Pool for practice and swim meets in exchange for payments to the City in an amount not to exceed \$50,000. The agreement will allow the KHSD to utilize these aquatic facilities from January 2, 2020 through May 8, 2020 at mutually agreed upon times.

ATTACHMENTS:

Description	Type
□ KHSD 2020 Agreement	Agreement

AGREEMENT NO. _____

AGREEMENT REGARDING USE OF AQUATIC FACILITIES

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **KERN HIGH SCHOOL DISTRICT**, a high school district formed pursuant to California law, ("USER" herein).

RECITALS

WHEREAS, CITY operates swimming facilities including the McMurtrey Aquatic Center at 1325 "Q" Street ("McMurtrey Center") and Silver Creek Park Swimming Pool located at 7011 Harris Road ("Silver Creek"), (collectively "Pool Facilities" herein); and

WHEREAS, the USER has expressed an interest to access CITY's Pool Facilities for swimming practice, diving practice and competitive purposes; and

WHEREAS, the purpose of this Agreement is to address the use of CITY's Pool Facilities, the cost of such access and the respective duties and obligations relating to the access use thereto.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and USER mutually agree as follows:

1. USE OF FACILITIES. USER may access the Pool Facilities January 2, 2020 through May 8, 2020; on a schedule as mutually agreed upon by both parties under the terms provided for herein:

1.1 Mornings must be requested two (2) weeks in advance.

1.2 Notwithstanding the above dates and times, none of the Pool Facilities are available during CITY program times. CITY is under no obligation to reschedule or re-locate USER in the event USER is denied access to any of the Pool Facilities.

1.3 USER shall be given keys to Silver Creek upon depositing One Thousand Dollars (\$1,000) with the CITY. USER acknowledges receipt of CITY rules relative to key policies and agrees to follow such rules. CITY, at its sole discretion, may, at any time, revoke USER's right to have a key, at which time USER shall immediately return the key to CITY. CITY shall return Five Hundred Dollars (\$500) of the deposit after all keys are returned to CITY.

1.4 Up to Five Hundred Dollars (\$500) of the One Thousand Dollar (\$1,000) deposit may be used by CITY to cover any damages caused by USER to CITY facilities or equipment. USER shall pay CITY the cost to repair any additional damages. Upon the expiration of this agreement if CITY did not use any of the deposit to make repairs, CITY shall return the remaining Five Hundred Dollars (\$500) of the deposit.

1.5 USER shall not be issued a key to the McMurtrey Aquatic Center.

1.6 USER shall not, at any time, go into pump rooms located within any of the facilities.

1.7 USER may, upon approval by CITY's Recreation and Parks Department, place one temporary locked storage container, at the Pool Facilities and store USER's necessary supplies.

1.8 At all times during use of any of the Pool Facilities, USER must have someone at each facility who possesses all current required lifeguard and/or swim coaching certifications from a qualified agency.

1.9 USER shall follow all posted policies and procedures at all pools covered in this agreement.

1.10 USER shall provide lifeguards as defined in Health & Safety Code section §116028, whose only duties to perform are to supervise the safety of participants in water-contact activity.

1.11 USER's must ensure that its lifeguards are trained to administer First Aid and Cardiopulmonary Resuscitation, pursuant to Title 22, Division 9 Chapter 1.5 and that they have the necessary equipment to administer search services i.e. rescue tubes, personal protective equipment, first aid supplies, etc. as required by the American Red Cross.

2. COMPENSATION. USER shall pay CITY, care of CITY's Recreation and

Park's Department as per the attached fee schedule "Exhibit A" as referenced and incorporated herein. USER acknowledges that the reduced rental rates are reflective of the fact that CITY will not provide lifeguards or any type of supervision during USER's access and use of the facility. CITY shall pay no compensation to USER. Such fees, rents and other charges collected by CITY remain the sole property of the CITY. In no event shall USER pay CITY more than Fifty Thousand Dollars (\$50,000.00), for the use of the Pool Facilities.

3. PAYMENT PROCEDURE. USER shall pay at least thirty (30) days in advance for use of the facility, and shall pay CITY forthwith upon receipt of an invoice for compensation due.

4. NEGATION OF PARTNERSHIP. CITY shall not become deemed a partner or joint venture with USER or associate in any such relationship with USER by reason of the provisions of this Agreement. USER shall not for any purpose be considered an agent, officer or employee of CITY.

5. INSURANCE. In addition to any other insurance or bond required under this Agreement, the USER shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

5.1 Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

5.1.1. Provide contractual liability coverage for the terms of this Agreement.

5.1.2. Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

5.1.3 All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, USER may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

5.2 Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.

- 5.2.1** All policies required of the USER shall be primary insurance as to the CITY its mayor, council, officers, agents, employees, or volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and volunteers shall be excess of the USER's insurance and shall not contribute to it.
- 5.2.2** Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.
- 5.2.3** Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.
- 5.2.4** The insurance required hereunder shall be maintained until this Agreement is terminated.
- 5.2.5** The USER shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this

Agreement.

- 5.2.6** Full compensation for all premiums which the USER is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 5.2.7** It is further understood and agreed by the USER that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the USER in connection with this Agreement.
- 5.2.8** Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for USER.

6. INDEMNITY. USER shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by USER, USER's employees, agents, independent USERS, companies or SUBCONTRACTORS in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

7. RELEASE OF CLAIMS. USER hereby releases CITY from any and all claims which USER may now have, or which may arise in the future, arising out of access to or use of the facility. This includes, but is not limited to, any and all damages that USER may incur due to the closure (temporary or otherwise) of the facility.

8. TERM OF AGREEMENT. This Agreement shall terminate on May 8, 2020, unless terminated earlier by either party upon ten (10) days written notice with or without cause.

9. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. The Agreement may be modified only in a writing approved by the City Council and signed by all parties hereto.

10. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

11. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
RECREATION AND PARKS DEPARTMENT
1600 Truxtun Avenue, 3rd Floor
Bakersfield, California 93301

USER: KERN HIGH SCHOOL DISTRICT
OFFICE OF SCHOOL SUPPORT SERVICES
ATTN: STAN GREENE, DIRECTOR
5801 Sundale Avenue
Bakersfield, California 93309-2924

12. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

13. **ACCEPTANCE OF WORK OR SERVICES.** The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.

14. **BINDING EFFECT.** The rights and obligations of this Agreement shall

inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

15. NO WAIVER OF DEFAULT. The failure of any party to enforce against another provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. COMPLIANCE WITH ALL LAWS. USER shall, at USER's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

17. COUNTERPARTS. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one of the same instrument.

18. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

19. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

20. TAX NUMBERS.

USER's Federal Tax Identification Number 95-6001764

USER is a corporation? Yes _____ No X

(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
CHRISTINA OLESON
Associate City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
DEPARTMENT OF RECREATION AND PARKS

By: _____
DIANNE HOOVER
Recreation & Parks Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Exhibit A: 2020 Pool Fee Schedule

"USER"
KERN HIGH SCHOOL DISTRICT

By: _____
STAN GREENE
Director, School Support Services

By: _____
SCOTT COLE
Ed.D., Deputy Superintendent, Business

By: _____
RICHARD J. RUIZ *For Rick Ruiz*
Director, Business Services

“Exhibit A”

2020 Pool Fee Schedule

McMurtrey Center

Fifty two dollars (\$52) per scheduled hour for use of each of the pool facilities, regardless of number of lanes used.

Silver Creek

Regardless of the hours used for this facility, USER shall pay to CITY a flat fee of Twenty-One Thousand Nine Hundred Ninety-Nine Dollars (\$21,999).

Natural Gas/Electricity Expenses

USER shall pay for all natural gas and/or electricity expenses which exceed an increase of 5% as compared to the prior year for Silver Creek.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements I.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/18/2019
WARD: Ward 1
SUBJECT: Agreement with A-C Electric Company (not to exceed \$275,000 annually) for electrical services at the Mount Vernon Recycling Facility for a one-year period, renewable annually for four consecutive one-year periods.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Greenwaste Facility uses an annual contractor to perform work on high voltage electrical systems powering the Facility's heavy machinery. Due to the harsh environment at the facility, the high voltage electric motors, relays, and controls for the equipment require frequent maintenance. The maintenance requires specially trained and equipped electrical technicians. Currently the City does not have staff with the electrical expertise to maintain the facility's machinery.

The City's current on-call agreement for electrical services was awarded to AC Electric in June 2015 through a request for qualification (RFP) process and was amended for four additional years through June 2020. Although there is time remaining on the agreement, the maximum dollar amount will be reached in December 2019. Therefore, staff issued a new RFP in order to evaluate more electrical contractors and establish a new on-call agreement. The RFP was mailed to eight electrical companies. Responses to the RFP were received from two firms as summarized below.

- A-C Electric Company, Bakersfield, CA
- GP Electric, Wasco, CA

After reviewing the qualifications and fee proposals submitted by the two firms, staff recommends award of this Agreement to A-C Electric. Staff determined that A-C Electric's combination of qualifications and experience is the most favorable to the City. Evaluation of qualifications included ability to provide services along with public sector experience. In addition, A-C Electric has a thorough knowledge of both the specialized equipment and associated

systems at the Facility since they have previously maintained this equipment for the City.

Approximately 60% of the cost will be reimbursed by Kern County per the Greenwaste Cost Sharing Agreement. There is no General Fund impact with this Agreement.

ATTACHMENTS:

Description	Type
📎 AC Electric Agreement	Agreement

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **A-C ELECTRIC COMPANY** ("CONTRACTOR").

RECITALS

WHEREAS, CITY has converted many of its machines at the Mt. Vernon Recycling Facility from diesel to clean electric power; and

WHEREAS, timely service and repair of said electric powered equipment is critical to the regular operation of the facility as it serves the public seven (7) days per week; and

WHEREAS, CITY staff is not always available to perform critical services to said electrical equipment; and

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of electric services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:

1.1 Work is to be performed on an on-call basis, and primarily at the Mount Vernon Recycling Facility, 2601 South Mount Vernon Avenue. However, work may be required at other CITY facilities. CONTRACTOR is responsible for all parts and to perform labor to install electrical projects and make electrical repairs pursuant to the proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR must be certified and demonstrate expertise working with motor control centers and support systems. CONTRACTOR must be able to troubleshoot, monitor and repair motor control centers to include smart relay, soft start, Y delta start, and variable frequency drive systems, and program logic controllers. CONTRACTOR must be able to respond at any time for these electrical repair services for motor control center panels in the event CITY staff is not available.

1.2 Work is to be performed primarily at the Mount Vernon Recycling Facility, 2601 South Mount Vernon Avenue, however work may be required at other CITY facilities. CONTRACTOR is responsible for all parts to perform labor to install electrical projects and make electrical repairs as directed (must include 480 volts and below). The scope of work is further defined in the proposal attached hereto as Exhibit "A" (contractors detailed rate sheet) and incorporated herein by reference. CONTRACTOR must be able to respond at any time for electrical services for equipment and lines 480 and below in the vent CITY staff is not available. CONTRACTOR must be certified and demonstrate expertise to include the ability to troubleshoot, monitor and repair these 480-volt and below lines and equipment.

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

Compensation for all work, services or products called for under this Agreement shall consist of a total payment of Two Hundred Seventy-Five Thousand Dollars (\$275,000) and is further defined in the proposals attached hereto as Exhibit "A" and incorporated herein by reference.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than Two Hundred Seventy-Five Thousand Dollars (\$275,000) for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall be for a one (1) year period and shall be renewable annually thereafter for four (4) consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.

5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect

or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.

13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
16. **INSURANCE.**
 - 16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
 - 16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

policies of insurance.

16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 17. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 18. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- 19. ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 20. ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all

costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the

plural.

29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

**CONTRACTOR: A-C ELECTRIC COMPANY
BAKERSFIELD DIVISION
Po Box 81376
Bakersfield, Ca 93380-1376**

32. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
34. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 95-1531419
 CONTRACTOR is a corporation? Yes X No
 (Please check one.)


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
A-C ELECTRIC COMPANY

By: _____
KAREN GOH
Mayor

By: 
Print Name: Thomas J. Alexander
Title: Chairman of the Board

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney
Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A



Exhibit "A"

Electrician/Equipment Billing Rates

**Electrician Services for Solid Waste Division
Bakersfield, California**

Field Service/Construction	Straight-time	Over-time	Double-time
Service Electrician	\$115	\$155	\$196
Electrical/Instrument Technician	\$115	\$155	\$196
Lineman	\$125	\$169	\$213
Foreman	\$120	\$162	\$204
Forman - Lineman	\$130	\$176	\$221
General Forman	\$125	\$169	\$213
Services Manager	\$155	\$209	\$264
Laborer/Runner	\$70	\$95	\$119
Automation Technician	\$125	\$169	\$213
Apprentice	\$87	\$117	\$158
*****	*****	*****	*****
Description	Rates	Per Hour/Per Day	Characteristics
Electrical Service Truck	Included		
Automobile/Pick-up Truck	Included		
Line Truck		\$80/ Per Hour	
Bucket Truck		\$65/Per Hour	
Crane		\$85/Per Hour	
Delivery Truck w/ Lift Gate		\$25/Per Hour	
Pole Dolly		\$50/Per Day	
Trencher		\$275 Per Day	
Man Lift		\$200 Per Day	
Trailer		\$50 Per Day	
Recording Amp-Volt Meter		\$250 Per Day	
Roto Hammer	Included		
Calibration Equipment		\$15 Per Day	

Electrician/Equipment Billing Rates

Page 2 of 2



**ENGINEERING • CONSTRUCTION
TECHNOLOGY • SERVICE**



City of Bakersfield - Mount Vernon Recycling Facility Valid From 6/1/2019 - 6/1/2020

<u>Field Services/Construction</u>	<u>Straight-time</u>	<u>Over-time</u>	<u>Double-time</u>
Apprentice/Helper Qualified to assist Journeymen Electricians in the installation of electrical systems and equipment.	87	117	158
Journeyman Electrician Journeyman Electrician with minimum 5 year State Registered Electrical Apprenticeship training or equivalent experience.	115	155	196
Service Electrician Qualified to install, service and troubleshoot electrical distribution systems and equipment, including breaker panels, transformers, lighting, wire and cabling, AC/DC motors and motor controls. Typically comes with a service vehicle.	115	155	196
Electrical/Instrument Technician Qualified to install, loop check, calibrate, service and troubleshoot process control systems and equipment, including PLCs, motor controls, electrical and pneumatic instrumentation, wire, cabling and fiber optics. Typically comes with a service vehicle.	115	155	196
Lineman Qualified to install and maintain high-voltage equipment, electrical distribution systems and pole line. Typically comes with a service vehicle.	125	169	213
Foreman Qualified to supervise, install, service and troubleshoot electrical distribution systems and equipment, when crew sizes reach 3 or more. Typically comes with a service vehicle.	120	162	204
Foreman-Lineman Qualified to supervise, install and maintain high-voltage equipment, electrical distribution systems and pole line, when crew sizes reach 3 or more. Trained to safely operate line & bucket trucks and equipment. Typically comes with a service vehicle.	130	176	221
Automation Specialist Qualified to program, install, start-up, service and troubleshoot complex PLC systems, communication networks, HMI systems, motor controls, process instruments, SCADA and telemetry systems. Typically comes with a service vehicle.	125	169	213
General Foreman Qualified to lead construction activities. Able to coordinate between engineering, on-site construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a service vehicle.	125	169	213
Project Manager Qualified to lead construction and procurement and scheduling. Able to coordinate between engineering, construction personnel, and other crafts to ensure project completion in a timely and safe manner. Typically comes with a vehicle.	155	209	264
Project Administrator Qualified to handle project setup, preparation of purchase orders, sub contracts, material pricing, certified payroll, correspondence with customer and field personnel and invoicing.	70	85	120
Runner Used for delivery of material and equipment.	70	95	119
<u>Design & Engineering</u>	<u>Straight-time</u>	<u>Over-time</u>	<u>Double-time</u>
Electrical Designer Designer with 5 - 15 years experience.	100	135	170
Project Design Coordinator Qualified to lead multidiscipline engineering and design activities. Coordinates preconstruction and permitting activities.	125	169	213
Electrical Engineer PE State licensed Professional Electrical Engineer. Typically comes with a vehicle.	155	209	264
Application Engineer/Programmer Proficient in the development of HMI, PLC and SQL applications, instrument specification and project design.	135	182	230
Sr. Application Engineer/Systems Developer Qualified to lead the design of complex process control systems and engineering documentation packages. Proficient in the development of HMI and PLC code, can specify instruments and manage other specialists and engineers on large projects.	150	203	255
Sr. Systems Developer Qualified to design, specify and configure hardware and software for process automation systems, including DCS, PLC, HMI and reporting. Proficient in MIS applications including, SQL databases and development and LAN/WAN network systems.	165	223	281

Equipment Rates

315 30th Street Bakersfield, CA 93301 Phone 661-633-5368 Fax 661-324-2761
www.a-celectric.com www.a-ctech.com

The following is a partial list of equipment subject to additional charges. Specialized test equipment, tools and vehicles may be subject to an additional charge. Equipment rates may be subject to change based on economic conditions.

<u>Description</u>	<u>Rate</u>	<u>Characteristics</u>
Trip Charge	\$35.00 /Per Vehicle Per Day	Trips less than 50 miles round trip
Trip Charge	\$0.57/Per Mile	Trips greater than 50 miles round trip
Electrical Service Truck	Included	Trucks are equipped w/ handheld power tools
Automation Van	Included	Vans are equipped w/ handheld power tools
Automobile/Pick-Up Truck	Included	Includes hand tools
Line Truck	\$80.00/hr	Includes hot line tools
Bucket Truck	\$65.00/hr	Includes hot line tools
Crane	\$85.00/hr	Up to 15 ton hydro crane
Delivery Truck w/ Lift Gate	\$25.00/hr	
Pole Dolly	\$50.00/day	
Trencher	\$275.00/day	
Man Lift	\$200.00/day	
Trailer	\$50.00/day	
Electric/Hydraulic Bender	\$10.00/day	½" – 2"
Electric/Hydraulic Bender	\$50.00/day	2½" – 4"
Conduit Threading Machine	\$10.00/day	½" – 2"
Conduit Threading Machine	\$75.00/day	2½" – 4"
Job Trailer with Bender & Threader	\$125.00/day	½" – 4"
Cable Puller	\$30.00/day	
Generator (1500W or below)	Included	w/ Service Truck
Laptop Computer/Software	\$15.00/hr	Includes PLC & HMI software, RSLogix 5, 500, 5000, RSLinx, Panelbuilder32, RSView, Wonderware, Modicon, GE, Siemens)
RTD Calibrator	\$15.00/day	
Pressure Calibrator	\$15.00/day	
Dry-Well Calibrator/Hot Box	\$25.00/day	
Hydraulic Pump & Gauges (to 6000psi)	\$15.00/day	
Nitrogen Bottle and Regulator Set	\$15.00/day	
Underground Cable Locator	\$150.00/day	
Hot Work Safety Kit	\$100.00/day	Includes ARC flash PPE
Rosemount Hart 275 Communicator	\$50.00/day	
Temperature Bath 0-100oC	\$50.00/day	
Bacharach O2 Analyzer	\$150.00/day	
Cable Test Set (Cat 5, 6)	\$50.00/day	
DeviceNet Diagnostic Meter	\$100.00/day	
Basic Fiber Test Set (Single/Multi-Mode)	\$100.00/day	
Fiber/Cable Network Analyzer	\$250.00/day	
Power Analyzer/Recorder	\$250.00/day	

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements m.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/14/2019

WARD:

SUBJECT: Agreement with Soils Engineering, Inc. (\$786,225), to provide materials testing services for calendar years 2020 and 2021.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

As part of the construction inspection process for City's Capital Improvement Program projects, various materials used in construction must be tested for compliance with the specific project's specifications. The City does not have the staff or the equipment necessary to perform these tests or analysis. Therefore, the City enters into agreements with a local testing laboratory to provide the required services.

In September 2019, staff issued a request for qualifications and proposals (RFQ & P) to select a materials testing firm. On November 1, 2019, three firms (Krazan & Associates, Soils Engineering, Inc. and NV5) submitted a statement of qualifications (SOQ) to the City. Staff reviewed the SOQ's and the selection committee ranked the firms based on each firm's qualifications. The City then compared the fee proposal of the top ranked firm (Soils Engineering, Inc.) with the independent cost analysis prepared by staff.

Staff recommends award of the agreement to Soils Engineering, Inc. based on qualifications and determination the fees submitted were fair and reasonable. It should be noted that Soils Engineering is the current materials testing consultant and has performed well during the current contract period.

The contract amount is based on an analysis of past and projected testing levels and the pricing structure submitted by Soils Engineering, Inc. Funding for this agreement will be paid for through the individual budgets with varying funding sources.

ATTACHMENTS:

Description	Type
SEI Materials Testing Agreement 2020-2021	Agreement

- ▣ Materials Testing RFQ/P 2020/2021 Exhibit A Exhibit
- ▣ SEI Fee Schedule 2020-2021 Exhibit B Exhibit

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **Soils Engineering, Inc.** ("CONTRACTOR" herein).

RECITALS

WHEREAS, CONTRACTOR is a professional in engineering, design, or similar professional areas, and holds a professional degree(s) and license(s) in same; and

WHEREAS, CONTRACTOR is required and does currently have errors and omissions insurance which will protect the City of Bakersfield in the event of professional errors or omissions by the CONTRACTOR; and

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of geotechnical and materials testing services.

WHEREAS, the CITY does not have expertise currently on staff to conduct geotechnical and material testing services; and

WHEREAS, the CITY has issued a Request for Qualifications & Proposal, ("RFQ&P" herein) concerning providing geotechnical and material testing services for various projects for calendar years 2020 and 2021, which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, CONTRACTOR has submitted a Statement of Qualifications ("SOQ" herein), and a Fee Schedule (collectively, the SOQ and Fee schedule are referred to as "Contractor's Proposal") in response to the CITY's RFQ&P, and said SOQ and Fee Schedule is attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, CONTRACTOR is aware that information may come into CONTRACTOR's possession which may impact the CITY's legal position in the event such information was released to outside parties.

WHEREAS, CONTRACTOR represents it is competent to undertake the project set forth in the CITY's Request for Proposal

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. CONTRACTOR shall competently and thoroughly perform the work set forth in CITY's RFQ&P generally described as follows:

The scope of work shall include all items contained in the Contractor's Proposal (see Exhibit B) and the RFQ/P (see Exhibit A). The scope of work as defined herein will include all the procedures necessary to properly complete the task CONTRACTOR has been hired to perform whether specifically included in the scope of work or not.

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall consist of time and materials payments not to exceed an aggregate total of **SEVEN HUNDRED EIGHTY SIX THOUSAND, TWO HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS (\$786,225.00)** which shall be paid as in accordance with the **Fee Schedule**. CONTRACTOR shall submit a monthly itemized invoice summarizing the services performed during that period in accordance with the **Fee Schedule**.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

4. KEY PERSONNEL. CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

5. STARTING WORK. CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

6. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto, including but not limited to the RFQ/P and CONTRACTOR's proposal relating to this Agreement are incorporated by reference as though fully set forth.

7. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

9. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

10. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

11. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2021.

13. **TERMINATION.** This Agreement may be terminated by any party upon TEN (10) days written notice, served by mail or personal service, to all other parties.

14. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

15. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

16. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

17. **DIRECTION.** CONTRACTOR retains the right to control or direct the

manner in which the services described herein are performed.

18. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

19. INSURANCE. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

19.1 Professional liability insurance, providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate; and

19.2 Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

19.2.1 Provide coverage for owned, non-owned and hired autos.

19.3 Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

19.3.1 Provide contractual liability coverage for the terms of this Agreement.

19.3.2 Provide unlimited products and completed operations coverage.

19.3.3 Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

19.3.4 All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions,

that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

19.4 Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

19.5 All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

19.6 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

19.7 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

19.8 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

19.9 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

19.10 Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional

premiums which may be required by extensions of the policies of insurance.

19.11 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

19.12 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

19.13 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

20. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

21. INDEMNITY.

21.1 CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

21.2 If the provisions of Civil Code Section 2782.8 are applicable to this Agreement, the CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

22. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

23. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: CITY OF BAKERSFIELD
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: Soils Engineering Inc.
4400 Yeager Way
Bakersfield, CA. 93313-2109

24. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

25. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

26. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

27. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine

and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

28. TITLE TO DOCUMENTS. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

29. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

30. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

31. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number 95-2429539

CONTRACTOR is a corporation? Yes XX No
(Please check one.)

32. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

33. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. CONFIDENTIALITY. During the term of this Agreement, CONTRACTOR will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CONTRACTOR will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONTRACTOR prepares and confidential information given to CONTRACTOR under this Agreement are the exclusive property of the CITY. Under no circumstances

shall any such information or documents be removed from the CITY without the CITY's prior written consent.

35. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONTRACTOR shall be prohibited unless authorized by CITY.

36. CONTRACT ADMINISTRATOR.

The Contract Administrator for the CITY is:

**Construction Superintendent
CITY OF BAKERSFIELD
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone (661) 326-3049**

CONTRACTOR's Project Manager shall be:

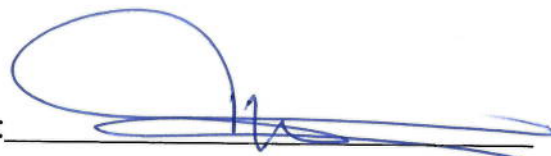
**Julian Williamson, Operations Manager
Soils Engineering Inc.
4400 Yeager Way
Bakersfield, CA. 93313-2109
Telephone (661) 831-5100**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

"CONTRACTOR"

By:  _____

Print Name: Tony M. Frangie

Title: Vice President

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
Deputy City Attorney

Insurance: _____

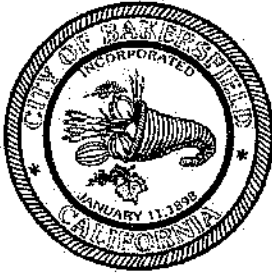
APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit "A"
 Exhibit "B"
 Certificates of Insurance



**REQUEST FOR STATEMENT OF QUALIFICATIONS AND
PROPOSAL (RFQ&P)**

**Geotechnical and Material Testing Services for Various
Projects for Calendar Years 2020 & 2021
Bakersfield, California**

I. DEADLINE

Submit qualifications and proposals to the City of Bakersfield, Construction Clerk, Public Works Annex, 1501 Truxtun Avenue, Bakersfield, California 93301, before **3:00 p.m. on Friday, November 1, 2019.**

II. PROPOSED PROJECTS

The City of Bakersfield Public Works Department will be receiving bids for the construction of various projects in and around Bakersfield. These projects are anticipated to be of the following type: resurfacing, sewer construction, storm drain construction, curb & gutter, road reconstruction and miscellaneous construction. For the purpose of this RFQ&P, the term "Consultant" will be used to refer to the firm hired to provide soil and material testing services. As part of the construction of these improvements, there will be a need for soils (geotechnical) testing services as well as asphalt concrete, portland cement concrete, and possibly minor amounts of other material testing.

Since the proposed projects are City Public Works projects, the Consultant is responsible for compliance with all applicable laws including, but not limited to the Labor Code, Public Contract code and Government Code of the State of California. The City makes no representation as to the applicability or inapplicability of any laws regarding contracts, and especially the payment of prevailing wages thereunder. The Consultant will not hold or seek to hold the City liable for any failure by Consultant to comply with any such laws without regard to whether the City knew, could have known, or should have known as to the necessity of such compliance. State of California prevailing wage rates as determined by the Department of Industrial Relations and/or Davis-Bacon wage rates may apply to portions of this contract.

The Consultant hired by the City will be expected to comply with the City's Quality Assurance Program (QAP). The QAP is a requirement for federally funded projects which require soil and material testing. A copy of the City's QAP is available for review at the first floor counter,

Department of Public Works, 1501 Truxtun Avenue, Bakersfield, during regular business hours.

The City reserves the right to request separate proposals from consultants for any individual project we desire without any compensation to the consultant.

III. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City of Bakersfield is a recipient of Federal Highway Administration or FHWA funds and as a condition of receiving these funds, the City implemented the Caltrans' Race Conscious Disadvantaged Business Enterprise Program, commonly referred to as the DBE Program. The DBE Program is based on federal regulations mandated by the U.S. Department of Transportation or DOT. It is the policy of the City of Bakersfield to ensure that DBEs, as defined in these federal regulations, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Consultant shall ensure that DBE firms, as defined by the DBE Program, shall have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for such assurance. The City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

Refer to Exhibit 9-A, "California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies." This Exhibit serves as the foundation for the City of Bakersfield's DBE Program.

Federal regulations require the computation of specific DBE Project goals for each FHWA funded project. **The DBE Goal for these projects has been calculated to be 0.0%:**

The Consultant will have to either meet the DBE Project Goal shown above, or document adequate Good Faith Efforts were conducted to try to meet this goal. If a ranked Consultant does not meet the goal and the City determines that the Good Faith Effort was not adequate, the Consultant will be rejected and the City will negotiate with the next highest ranked firm.

Upon selection of a consultant to provide the services requested in this RFQ, the Consultant will be required to submit the following documents (forms) with the executed agreement. These forms will be required to document their DBE efforts and must be submitted to the City of Bakersfield **within 2 working days of a City approved Consultant cost proposal**. DBE firms identified in Consultant submittals, either as prime Consultants or subconsultants, must be certified with the California Department of Transportation (Caltrans) as of the date of contract execution. See the Caltrans Local Assistance Procedures Manual for more

detailed information. These forms are included in **Exhibit "E"** and **Attachment "D"** of this RFQ. The following is a short description of each form:

IF THE DBE GOAL HAS BEEN MET THEN SUBMIT:

- Exhibit 10-01 "Local Agency Proposer DBE Commitment (Consultant Contracts)": The purpose of this form is to report your firm's dollar commitment to DBEs.
- Exhibit 10-02 "Local Agency Proposer DBE Information (Consultant Contracts)": The purpose of this form is to report your firm's dollar commitment to both DBEs and non-DBEs. This form is required only of the successful proposer who will be awarded the consultant contract.

IF THE DBE GOAL HAS NOT BEEN MET THEN SUBMIT:

- Exhibit 15-H "DBE Information – Good Faith Effort": The purpose of this form is to document your firm's Good Faith Efforts to seek out DBEs. It is important to note that this form will not be required if your firm reaches the New Race Conscious goals for DBEs for these projects.

Certified DBE firms can be found at the following Caltrans' website:

http://www.dot.ca.gov/hq/bep/find_certified.htm

The City has made available DBE information at:

www.bakersfieldcity.us/cityservices/pubwrks/DBE/index.htm.

Each Consultant shall review the information at this site, which also includes Appendix A to U.S. Department of Transportation, 49 CFR, Part 26 requirements. Appendix A provides guidance as to Good Faith Efforts.

IV. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide material testing services for the projects, including, but not limited to the following services:

- a. Provide material testing services as directed by the City Construction Inspector. The Consultant will only be required to provide the results of each test in a timely manner to the City inspector who will then interpret the results and determine if further testing is required.
- b. When applicable, field copies of test results shall be given to the City representative prior to leaving the job site.

- c. Prepare daily reports for each project showing a summary of the tests taken as well as the results of each test. As a minimum, the Consultant shall generate a report for each site visit, or each day for multiple site visits, *whether test results are generated or not.*
- d. Obtain and maintain current Cal-Trans materials laboratory certifications of all technicians and equipment to be utilized on the various projects.
- e. The City inspector shall verify the number of tests taken and time spent on job site with the technician prior to leaving project location. Multi-copy forms supplied by the consultant shall be used for this purpose. This can be combined with the form described in item III.c. above.
- f. The City will attempt to give 24 hours notice prior to need of testing; however, there are instances when the notification period will be less than 24 hours due to scheduling. The City expects the Consultant to respond within 24 hours notice, and if possible, within the lesser notification period.
- g. A final report summarizing all tests and test results performed shall be generated at the conclusion of each project. This report shall be signed and certified by a responsible person as to the accuracy and completeness of the information included in the report.

V. STATEMENT OF QUALIFICATIONS (SOQ)

All interested firms shall submit a Statement of Qualifications (SOQ) which shall contain as a **MINIMUM** the following completed items:

- a. The completed General Information Sheet, included with this RFQ & P as **Exhibit "B"**. Official signature on the Acknowledge Line is required.
- b. A signed copy of the draft Agreement, **Exhibit "C"**. This is to acknowledge the terms of the agreement. A final agreement will be prepared upon award of the contract.
- c. Name and experience of the Office or Branch Manager who will be responsive to the City and responsible for the work.
- d. Name and experience of the technicians who will be assigned to this work.
- e. A list of comparable public works or other projects that the firm has been involved with within the past five years, with a description of the work and the client's name, contact person's name and

telephone number. The list should include at least three different clients and should provide the following information for each project:

1. Project file, location and description including size of project;
 2. Nature of Firm's responsibility;
 3. Start and end dates of Firm's involvement in the project;
 4. Names of Firm's key personnel involved in the project;
 5. Total dollar amount of firm's contract;
 6. Name, address and phone number of project owner;
 7. Name and address of Firm's client if different from the project owner; and
 8. Name and phone number of contact person at Firm's client's office.
- f. Any current certifications by national testing organizations as well as Cal-Trans Certification for all technicians who will be assigned to this work. **Sampling and testing shall be performed only by those proficient and certified in acceptance sampling and testing.**
- g. Full knowledge of the State of California Department of Transportation, and ASTM testing procedures.
- h. Full working knowledge of construction practices for public works type projects, including but not limited to backfill and compaction equipment and procedures, soil and concrete testing methods and applicable OSHA safety requirements. (See below).
- i. A statement of why your firm should be selected for these services.
- j. A statement whether the proposed laboratory is a participant in the Cal Trans Reference Sample Program (RSP), the AASHTO Materials Reference Laboratory (AMRL) or the Cement and Concrete Reference Laboratory (CCRL).
- k. A completed Fee Schedule/ICR Form (Exhibit "A") and a list of the firm's other field, lab and office rates in a separate sealed envelope labeled as such. This schedule shall be valid for the duration of the agreement. All charges for materials, printing, computers, office overhead, and any other "direct" or "indirect" costs shall be included in the billing rates.
- l. A statement of the firm's current insurance coverage signed by a company official. If the current coverage does not meet the limits specified in the draft agreement attached to this RFQ&P, a statement of the firm's ability and intent to obtain the required coverage must be included. Do not submit certificate of insurance in lieu of this statement.

Interested firms shall include verifiable evidence (project history, references, etc.) that they have considerable current and past experience in soils and materials testing standards, practices and procedures for the types of construction listed. In addition, firms must be able to comply with the City of Bakersfield Quality Assurance Program (**Exhibit "F"**). This program was developed to help ensure quality and consistency in materials testing for City projects. In addition, this program and its provisions are a requirement for State and Federally funded projects. Please note that one of the provisions is that the Consultant is required to have its own Quality Assurance Program (QAP) conforming to the City's QAP. A statement shall be included in the SOQ indicating compliance with the QAP and evidence of such will be required prior to execution of an Agreement.

The consultant shall include in their SOQ the experience and education of the employees who will be performing sampling and testing. This should include any experience as asphalt "plant inspector" or continuous plant inspection. Attach resumes.

VI. PAYMENT SCHEDULE:

Monthly progress payments based on charges as outlined in Consultant's Fee Schedule/ICR form (**Exhibit "A"**) and standard schedule of fees (to be included as part of this proposal).

VII. SOLICITATION CAVEAT

Proposer shall, at proposer's sole cost, in responding to this proposal, and in carrying out the terms of the contract, should a contract be awarded, comply with all of the requirements in municipal, state, and federal authorities now in force, or which may hereafter be in force, and shall faithfully observe in all activities relating to or growing out of this proposal all municipal ordinances and state and federal statutes, rules and regulations, and permitting requirements now in force or which may hereafter be in force.

Addenda issued by the City interpreting or changing any of the items of this Request for Proposal shall be incorporated into this Request for Proposals. The proposer shall sign and date the addenda cover sheet, if any, and submit them with the proposal (or deliver them to the City Construction Division, if proposer has previously submitted its proposal to City). Failure to receive any addenda shall be the sole responsibility of the proposer. Proposer shall check with City to insure all addenda have been received prior to submitting any proposal. City shall not be held liable in any event for failure of proposer to receive addenda or letters of clarification.

It shall be the sole responsibility of proposer to ensure City has proposer's proper address. City is not responsible for any misdirection, late delivery, or non-delivery of mail to proposer.

Proposer shall rely only upon the Request for Proposal, letters of clarification and addenda in submitting proposals. Said proposal, letters of clarification and addenda shall include only those documents so labeled and mailed, faxed or hand-delivered by City to all proposers.

The issuance of this Request for Proposal does not constitute an award commitment on the part of the City, neither shall the City pay for costs incurred in the preparation of or submission of proposals. City reserves the right to reject all proposals. City reserves the right to award all, or a portion of, or none of the work set forth in this Request for Proposals. City does not, by publishing this Request for Proposal, or by awarding a contract to any proposer, guarantee any quantity of work. The City estimates included in this Request for Proposal for work which may be available during this two year period are estimates only and the amount of work actually given to any successful proposer may vary widely from the estimates. City reserves the right to terminate the contract for any reason or for no reason at all.

Any protests of the award must be made under the procedure set forth in Bakersfield Municipal Code § 3.20.068. The protest must be made in writing and delivered to the City Clerk at 1600 Truxtun Avenue, Bakersfield, California 93301 with a copy to the City Purchasing Department and the City Attorney's Office. The protest must set forth the specific reasons why the award is improper. The protest will be heard at the City Council meeting in which the award of the project will take place. The protesting party must, at the time of the hearing before the City Council, fill out a speaker's card and request to be heard at the public statement portion of the City Council agenda. The City Council meetings take place at 1501 Truxtun Avenue, Bakersfield, California 93301, unless the location is changed as allowed by law. Any questions concerning the procedures for filing a protest may be made by calling the City Clerk at (661) 326-3767.

All proposals submitted and accepted by City shall, upon acceptance, become the property of the City and shall become a public record upon acceptance.

VIII. CONTRACT DOCUMENTS.

A sample copy of the City's **CONSULTANT CONTRACT** is included as Exhibit "C" with this RFQ&P. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. **If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior**

to the date that Statements of Qualifications are due. If approved, the City will then issue the changes to all prospective consultants prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQ's.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

"I have received and reviewed the sample CONSULTANT'S AGREEMENT including the INDEMNITY clause which was sent to me with the City's RFQ. My signature below shall signify our firm's acceptance of a final version of the same contract except for "Scope of Work" and "Compensation" clauses if our firm is selected for awarding a contract for the project as described in said RFQ."

The Consultant shall not be allowed to alter or negotiate contract language after submittal of Consultant's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

IX. SELECTION OF CONSULTANT

Consultants responding to this RFQ&P must submit four (4) copies of their SOQ, along with one (1) signed copy of the General Information Sheet (**Exhibit "B"**) one (1) signed copy of the draft Agreement (**Exhibit "C"**), **the completed Fee Schedule/ICR (Exhibit "A") shall be in a separate sealed envelope** to Construction Clerk, Public Works Annex, 1501 Truxtun Avenue, Bakersfield, Ca., 93301. Submittals including the separate envelope with the Fee Schedules must be placed in a sealed envelope bearing the name of the firm and the words "Geotechnical and Material Testing Services for Various Projects." Submittals which do not contain the requisite number of copies and all the information requested in the RFQ&P may be considered non-responsive and rejected without evaluation. Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax copies will not be accepted.

The selection of a consultant will be based on the City's evaluation of the firm's SOQ and the items listed below. After the City's evaluation of the consultant's Fee Schedule/ICR (Exhibit "A"), the City will attempt to negotiate the final fee and enter into an agreement with the top ranked firm. If the City is unable to reach a contract-agreement despite good faith negotiations, the City will terminate negotiations with that firm and will attempt to negotiate an agreement with the firm ranked second, etc. At no time will the City reenter negotiations with a firm with whom negotiations have been terminated. The rate schedules shall not be opened until the evaluation of SOQs and the ranking of firms by qualifications. In no particular order, the following items shall be used for evaluation:

1. The firm's experience and past performance on City of Bakersfield and other governmental agency projects.
2. Review of general information sheet included as Exhibit "B",
3. Overall experience of the Testing Firm as well as the individual technicians who will be working on the project.
4. The firm's resources and availability to meet the demands of the projects.
5. An estimated fee payment for the work and product. Breakdown of charges shall be as indicated on the attached "EXHIBIT A", Fee Schedule.
6. Related experience of the firm. For multiple-office firms, the City will consider only that experience performed by the branch where the work will be performed.
7. Review of Disadvantaged Business Enterprise (DBE) participation

A copy of the evaluation sheet to be used is included as **Exhibit "D"**.

Note that Exhibit "A" is used only as a basis for comparison and is not an estimate of the amount of services needed. The actual compensation shall be based on the number and type of tests completed for construction projects and investigations throughout the two year period which can vary significantly.

The consultant shall have a staffed office/lab within the Bakersfield Metropolitan area at the time the contract is awarded and throughout the duration of the contract.

"EXHIBIT A"**FEE SCHEDULE**

ICR _____%

**GEOTECHNICAL AND MATERIAL TESTING FOR VARIOUS PROJECTS IN
BAKERSFIELD CALENDAR YEARS 2020 & 2021**

- | | | |
|---|--|-------------------------|
| 1. | In-Place Density (ASTM D-2922)
2500 tests @ \$ <u>0</u> per test | <u>incl. in item 11</u> |
| 2. | Maximum Density (ASTM D-1557)
275 tests @ \$ <u>125.00</u> per test | <u>\$34,375.00</u> |
| 3. | Check Point (ASTM D-1557)
45 tests @ \$ <u>75.00</u> per test | <u>\$ 3,375.00</u> |
| 4. | In Place Density (CAL 231)
300 tests @ \$ <u>0</u> per test | <u>incl. in item 11</u> |
| 5. | Maximum Density (CAL 216)
40 tests @ \$ <u>150.00</u> | <u>\$6,000.00</u> |
| 6. | Sand Equivalent (CAL 217)
300 tests @ \$ <u>75.00</u> per test | <u>\$22,500.00</u> |
| 7. | Sieve Analysis (CAL 202)
600 tests @ \$ <u>75.00</u> per test | <u>\$45,000.00</u> |
| 8. | Asphalt Content (CAL 382)
500 tests @ \$ <u>100.00</u> per test | <u>\$50,000.00</u> |
| 9. | Concrete Cylinder (CAL 521)
150 sets @ \$ <u>100.00</u> per set | <u>\$15,000.00</u> |
| Note: Assume each set consists of curing 6 cylinders & breaking an average of 4. | | |
| 10. | Aggregate Cleanliness (CAL 227)
25 tests @ \$ <u>25.00</u> per test | <u>\$ 625.00</u> |
| 11. | Field Technician (see notes) | |
| | a. 6000 hours @ \$ <u>82.00</u> per hour (ST) | <u>\$492,000.00</u> |
| | b. 400 hours @ \$ <u>123.00</u> per hour (OT) | <u>\$49,200.00</u> |
| | c. 100 hours @ \$ <u>164.00</u> per hour (DT) | <u>\$16,400.00</u> |
| 12. | Asphalt Concrete In-Place Density (CAL375)
350 tests @ \$ <u>0</u> per test | <u>incl. in item 11</u> |

13.	Maximum Theoretical Density Test ASTM 2041 (Rice Method) 130 tests @ <u>\$125.00</u> per test	<u>\$16,250.00</u>
14.	R-Value 20 tests @ <u>\$200.00</u> per test Note: Exclude sampling fee	<u>\$4,000.00</u>
15.	AC Test Strip Cores (375/308) 30 tests @ <u>\$300.00</u> per test Note: Each test shall include the processing of the 20 Asphalt Concrete Cores, the cost of the core machine, and the cost of the core bits. Field Labor hours shall be charged under item 11.	<u>\$9,000.00</u>
16.	Final Report Preparation (Clerical) 200 hours @ <u>\$30.00</u> per hour	<u>\$6,000.00</u>
17.	Final Report Preparation (Staff Review) 150 hours @ <u>\$110.00</u> per hour	<u>\$16,500.00</u>
TOTAL		<u>\$786,225.00</u>

Any tests required but not included in above, shall be at the firm's field & office rates in effect January 1, 2020 a copy of which shall be included with this proposal.

NOTES

Office overhead cost including appointment scheduling and review of test results (excluding Final Report) shall be considered as included in the unit prices paid for various items of work and no additional compensation will be allowed therefor.

The amounts of testing (hours, tests, etc.) shown above are estimates only. Some tests may not be required while others may vary significantly from the amount indicated. In no case will the City be limited to the number or type of tests shown, or total cost amount submitted on the form. The dollar amount proposed per unit (hour, test, etc.) will be the amount charged for each unit regardless of the amounts of units.

Minimum number of hours charged per job site trip shall be 2 hours. Hourly rate for technician shall include sampling, in-place/density testing, tools, equipment, vehicle costs, mileage, overhead, etc. Overtime (OT) charges will be applicable on weekdays after 8 hours of work, and for the first 8 hours of work done on Saturday. Double-time (DT) charges will be applicable when double time is imposed by the California Department of Industrial Relations Wage Determination. All other hourly charges shall be at the Straight Time (ST) rate.

Determination of time for payment will be from arrival to departure from job site (travel time excluded except for asphalt plant sampling) to the nearest one-half hour.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements n.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/6/2019
WARD: Ward 1
SUBJECT: Final Map for Tract 6297, Phase 3 located North of Redbank Road, between South Oswell Street and South Sterling Road.

STAFF RECOMMENDATION:

Staff recommends approval of map.

BACKGROUND:

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. Typically, the City Council will consider approval of a tract map and improvement agreement processed together. An improvement agreement is required when the developer elects to record his map prior to completing the improvements. Occasionally, a developer completes the improvements first and then, when recording the map, will be required to enter into a Maintenance Agreement to warranty period of one year as required by our City ordinances, In this case the improvements, which are private, were completed over a year ago so that no improvement agreement is required nor is an additional warranty period required. Therefore, this map is being transmitted to the Council for approval without an Improvement or Maintenance Agreement.

ATTACHMENTS:

Description	Type
PDF Final Map Tract 6297ph-3	Backup Material
Vicinity Map Tract 6297-3	Backup Material

OWNER’S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

HARDT INVESTMENTS IV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THOMAS M. HARDT, PRESIDENT _____ DATE _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA _____)
COUNTY OF _____)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

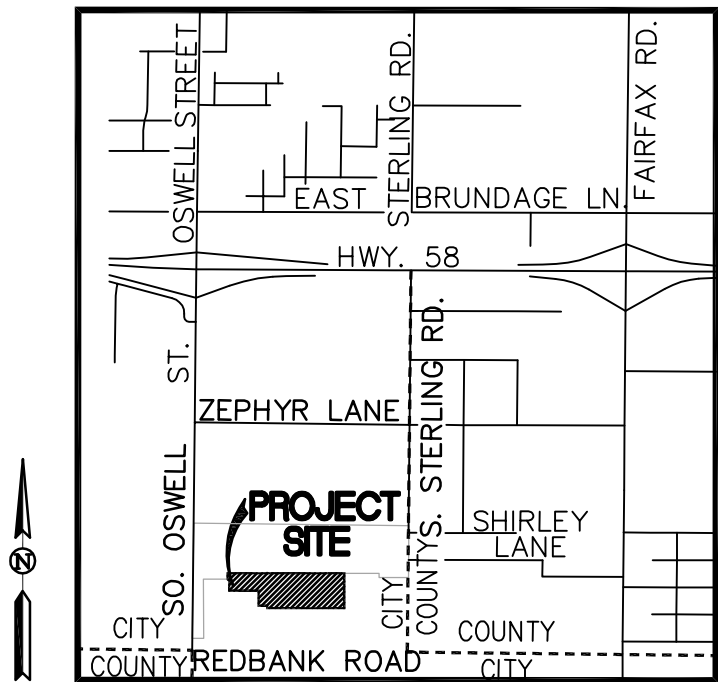
SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 31, 2004 HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ II, R.C.E. 60185 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.



VICINITY MAP
NO SCALE

CITY CLERK’S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 6297 PHASE 3 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP AND ARE HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
UNITED STATES OF AMERICA	EASEMENT HOLDER PER BOOK 7, PAGE 275 OF PATENTS.
CITY OF BAKERSFIELD, A CALIFORNIA MUNICIPAL CORPORATION	EASEMENT HOLDER OF FLOWAGE AND DRAINAGE PER DOCUMENT NO. 0206293889, O.R.

TUCKER GARNER

MINERAL RIGHTS HOLDER PER BOOK 5573, PAGE 1947, O.R.

MARY ANNE GARNER FRISONE, TRUSTEE OF THE MARY ANNE GARNER FRISONE REVOCABLE TRUST DATED SEPTEMBER 17, 1993.

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0196064457, O.R.

JAMES E. MUNSON AND CHERRON G. MUNSON, TRUSTEES OF THE JAMES E. MUNSON AND CHERRON G. MUNSON REVOCABLE TRUST DATED AUGUST 24, 1993

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0196064457, O.R.

GAYLE GARNER ROSKI, TRUSTEE OF THE GAYLE GARNER ROSKI REVOCABLE TRUST DATED NOVEMBER 16, 1993

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0196064457, O.R.

HENRY H. FLEMING

MINERAL RIGHTS HOLDER PER BOOK 3184, PAGE 133, O.R.

HENRY H. FLEMING, IN TRUST, AS PER THE LAST WILL AND TESTAMENT OF C.A. FLEMING, DECEASED

MINERAL RIGHTS HOLDER PER BOOK 3184, PAGE 133, O.R.

JANICE TUCKMANTEL BIRLENBACH

MINERAL RIGHTS HOLDER PER BOOK 5541, PAGE 420, O.R.

NETTIE GIURAS, A WIDOW AND ELMA GIURAS BIRLENBACH ALSO KNOWN AS ELMA GIURAS BIREMBACH AND ALSO KNOWN AS ELMA GIURAS BIRLENBACHER

MINERAL RIGHTS HOLDER PER BOOK 1061, PAGE 495, OF OFFICIAL RECORDS.

MARY ANNE GARNER

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0211055637, O.R.

CHERRON G. MUNSON

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0211055637, O.R.

GAYLE GARNER ROSKI

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0211055637, O.R.

TUCKER GARNER AND JANETTE R. GARNER

MINERAL RIGHTS HOLDER PER INSTRUMENT NO. 0211055637, O.R.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____



CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD

TRACT NO. 6297
PHASE 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 30 SOUTH, RANGE 28 EAST, MOUNT DIABLO MERIDIAN
CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
CONTAINING 77 SINGLE-FAMILY LOTS, 1 PRIVATE STREET LOT, AND 1 PARK LOT
16.70 GROSS ACRES

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HARDT INVESTMENTS IV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN JUNE OF 2004. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



ROGER A. McINTOSH _____ DATE _____
L.S. NO. 4383

CITY ENGINEER’S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO MY BEST KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 _____ DATE _____

CITY SURVEYOR’S STATEMENT

I HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 _____ DATE _____

PLANNING DIRECTOR’S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON NOVEMBER 4, 2004, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD _____ DATE _____

RECORDER’S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

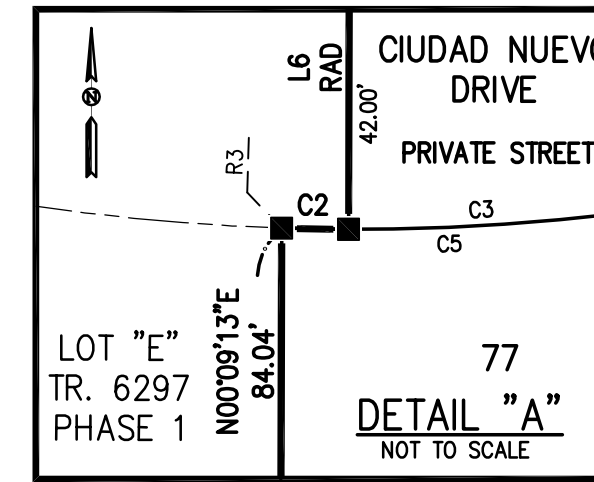
SHEET 1 OF 2 SHEETS

11/22/05	IN-HOUSE PLAN CHECK	GC
2/24/06	CAD REVISIONS PER 1ST PLAN CHECK COMMENTS	GC
10/16/19	UPDATE MAP FOR SUBMITTAL	EBT

DONE BY: AMF
DATE: 11/21/05
JOB NO. 03-146
FILE: 03146FM31-REV2

TRACT NO. 6297 PHASE 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 77 SINGLE-FAMILY LOTS, 1 PRIVATE STREET LOT, AND 1 PARK LOT
16.70 GROSS ACRES



RADIAL TABLE		CURVE TABLE			
LINE	BEARING	CURVE	RADIUS	LENGTH	TANGENT
R1	S00°09'13"W	C1	25.00	39.27	25.00
R2	N31°07'11"W	C2	92.00	2.79	1.39
R3	N01°53'25"E	C3	92.00	50.22	25.75
R4	S89°50'47"E	C4	25.00	13.65	7.00
		C5	92.00	53.00	27.26

CURVE TABLE		DELTA	
C1	25.00	39.27	25.00
C2	92.00	2.79	1.39
C3	92.00	50.22	25.75
C4	25.00	13.65	7.00
C5	92.00	53.00	27.26

LINE TABLE		LENGTH	
L1	N45°09'13"E	28.28	
L2	S44°50'47"E	28.28	
L3	N89°50'47"W	47.50	
L4	N00°09'13"E	126.00	
L5	N00°09'13"E	76.00	
L6	N00°09'13"E	67.00	
L7	S89°50'47"E	15.86	
L8	S00°09'13"W	25.77	
L9	N89°50'47"W	79.59	
L10	N89°50'47"W	50.00	



FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 5, MAP BOOK 61, PAGES 112-113

EASEMENT NOTES:

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR THE PURPOSE OF FLOWAGE & DRAINAGE PURPOSES RECORDED NOVEMBER 30, 2006 AS DOC. NO. 0206293889, O.R.

THE LOCATION OF THE RIGHTS, RIGHTS OF WAY, RESERVATIONS AND EXCEPTIONS, IN FAVOR OF THE UNITED STATES OF AMERICA, IN THE PATENT RECORDED FEBRUARY 26, 1896 AS BOOK 7, PAGE 275 OF PATENTS. (NOT ASCERTAINABLE FROM RECORD)

ABANDONMENT NOTE:

UPON RECORDATION OF THIS MAP, THE TEMPORARY TURN-AROUND EASEMENT RECORDED NOVEMBER 30, 2006 PER DOCUMENT NO. 0206293890 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

NOTES:

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF THE CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND:

- ▲ = FOUND MONUMENT AS DESCRIBED
- = SET 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383"
- ⊙ = SET CONCRETE MONUMENT IN LAMPHOLE WITH BRASS CAP MARKED "LS 4383"
- = FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 2, MAP BOOK 58, PAGES 131-133
- = FOUND CONCRETE MONUMENT IN LAMPHOLE WITH BRASS CAP MARKED "LS 4383" PER TRACT NO. 6297 PHASE 2, MAP BOOK 58, PAGES 131-133
- = FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 1, MAP BOOK 56, PAGES 188-191 AND PER CERTIFICATE OF CORRECTION AS DOC. NO. 0208001122, O.R.
- = FOUND CONCRETE MONUMENT IN LAMPHOLE WITH BRASS CAP MARKED "LS 4383" PER TRACT NO. 6297 PHASE 1, MAP BOOK 56, PAGES 188-191 AND PER CERTIFICATE OF CORRECTION AS DOC. NO. 0208001122, O.R.
- = FOUND 2" IRON PIPE WITH HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6297 PHASE 4, MAP BOOK 63, PAGES 42-44
- () = RECORD BEARING AND/OR DISTANCE PER TRACT NO. 6232 PHASE 1, MAP BOOK 53, PAGES 46-48.

K.C.S. = KERN COUNTY SURVEYOR
O.R. = OFFICIAL RECORDS
PUE = PUBLIC UTILITIES EASEMENT

BASIS OF BEARINGS:

THE BEARING OF S89°50'47"E, AS SHOWN FOR THE CENTER LINE OF ZEPHYR LANE AND NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 28 EAST, M.D.M. PER TRACT MAP NO. 6232 PHASE 1, MAP BOOK 53, PAGES 46-48, WAS USED AS THE BASIS OF BEARINGS HEREON.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

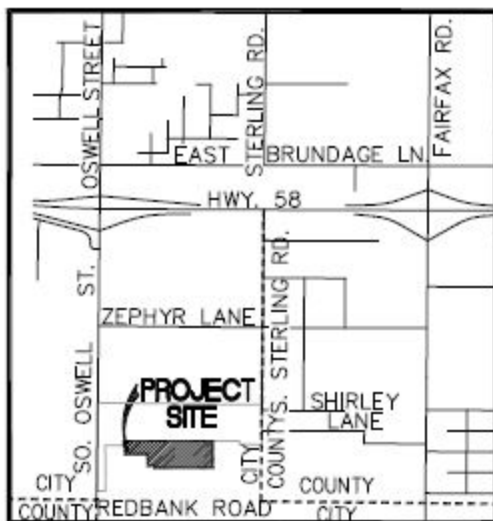
JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

SHEET 2 OF 2 SHEETS

11/22/05	IN-HOUSE PLAN CHECK	GC
2/24/06	CAD REVISIONS PER 1ST PLAN CHECK COMMENTS	GC
10/16/19	UPDATE MAP FOR SUBMITTAL	EBT

DONE BY: AMF
DATE: 11/21/05
JOB NO. 03-146
FILE: 03146FM31-REV.



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements o.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/14/2019
WARD: Ward 6
SUBJECT: Final Map and Improvement Agreement with MG3 Partners LLC., a Delaware limited liability company (Developer) for Tract Map 6759, Unit 3, located South of Taft Highway and West of Mountain Ridge Drive.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6759 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, MG3, LLC a Delaware limited liability company, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
☐ Tract 6759 Unit 3 Imp. AGR.	Agreement
☐ Tract 6759 Unit 3 Final Map	Backup Material
☐ Tract 6759 Unit 3 Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 6759 Unit 3

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **MG3 Partners, LLC a Delaware limited liability company** authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 6759 Unit 3 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 6, 2005, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- 4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

- 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

- 11.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. **Commercial general liability insurance,** unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

- 11.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5.** Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7.** Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: MG3 Partners, LLC,
9201 Camino Media #120
Bakersfield Ca. 93311
Telephone: (661) 679-6780
Email: mwwade@landstonecompanies.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

- 12.4. Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 12.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 12.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 46-1415284.

Developer is a corporation? Yes X No .
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

MG3 Partners, LLC.

By: _____

KAREN GOH
Mayor

By: _____

Print Name: MATTHEW P. WADE

Title: CEO

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____

Print Name: _____

Title: _____

By: _____

RICHARD IGER
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Kern }

On October 28, 2019 before me, Lori Hair Notary
Public, _____
Date (here insert name and title of the officer)

personally appeared Matthew P. Wade

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Lori Hair (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT B
Required Security

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT C
Engineer's Estimate

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 6759 - Unit 3

Date: 10/10/2019
 Job No: 04-102.09
 Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Storm Drain Improvements					
1.	18" Storm Drain (RGJ-RCP)	496	lf	95.00	47,120
2.	24" Storm Drain (RGJ-RCP)	546	lf	105.00	57,330
3.	Type A Catch Basins	3	ea	5000.00	15,000
4.	Manhole	3	ea	4000.00	12,000
				Sub-Total	131,450
Sewer Improvements					
5.	6" Sewer Line	251	lf	50.00	12,550
6.	8" Sewer Line	1345	lf	55.00	73,975
7.	4" Laterals	1802	lf	30.00	54,060
8.	Standard Manhole, 6' to 8'	1	ea	2600.00	2,600
9.	Standard Manhole, 9' to 12'	3	ea	3000.00	9,000
10.	Standard Manhole, 13' to 16'	1	ea	3600.00	3,600
				Sub-Total	155,785
Water Improvements					
11.	1" Water Service	54	ea	1100.00	59,400
12.	8" Waterline	1976	lf	35.00	69,160
13.	8" Gate Valve & Valve Box	6	ea	1560.00	9,360
14.	6" Fire Hydrant Assembly	3	ea	4000.00	12,000
15.	Tie-in to existing line	4	ea	1100.00	4,400
16.	Wharf Hydrant	2	ea	2000.00	4,000
				Sub-Total	158,320
Street Improvements					
17.	A.C. Paving	1006	tns	75.00	75,450
18.	Aggregate Base (Class 2)	1028	cy	70.00	71,960
19.	Roadway Excavation/Subgrade Preparation	1285	cy	25.00	32,125
20.	6" Curb & Gutter	3563	lf	25.00	89,075
21.	Sidewalk (4" thick)	9179	sf	6.00	55,074
22.	Driveways (6" thick)	5724	sf	9.00	51,516
23.	Handicap Ramps (ADA/Title 24/CalTrans)	8	ea	2500.00	20,000
24.	Street Name Signs	8	ea	300.00	2,400
25.	Street Lights - COB Standard	6	ea	6000.00	36,000
26.	Survey Monument & Encasement	4	ea	750.00	3,000
27.	Saw Cut	144	lf	3.00	432
				Sub-Total	437,032
TOTAL IMPROVEMENTS:					882,587
20 % Contingency:					176,517
ENFORCEMENT COST					15,000

TOTAL IMPROVEMENT BOND: 1,074,104

50% LABOR BOND: **537,052**

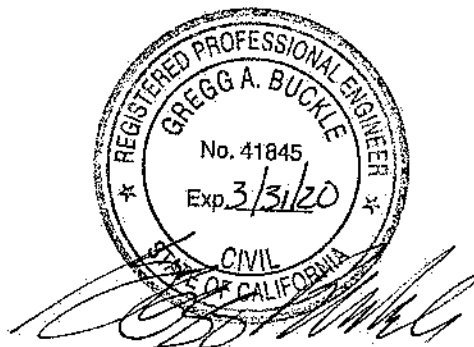


EXHIBIT D
Security

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and MG3 Partners, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6759 Unit 3. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and The Ohio Casualty Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$ 1,074,104.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 12, 2019.

PRINCIPAL

By: 
Its: Matthew P. Wade

SURETY

By: 
Its: John Ansolabehere, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202065-988416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John Ansolabehere; Suzanne Lewis; Gary Somers; Mike Wilson

all of the city of Bakersfield state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of September, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of November, 2019



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

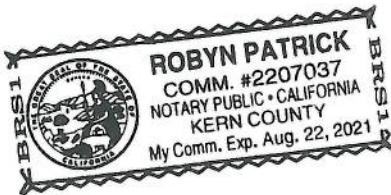
State of California)

County of Kern)On 11/12/2019 before me, Robyn Patrick, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robyn Patrick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: 36K012890 MG3 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: The Ohio Casualty Ins. Co.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF KERN }

On NOV 12th 2019 before me, KATHY BURDETTE Notary Public,

Date

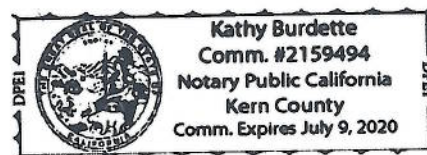
(here insert name and title of the officer)

personally appeared MATTHEW P. WADE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kathy Burdette (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND TR 6754-3 Number of Pages: _____

Document Date: _____ Other: _____

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and MG3 Partners, LLC a Delaware limited liability company ("Principal") have entered into an agreement dated _____, 20____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 6759 Unit 3 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and The Ohio Casualty Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$ 537,052.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on November 12, 2019.

PRINCIPALBy: _____
Its: Matthew P. Wade**SURETY**By: _____
Its: John Ansolabehere, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202065-988416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John Ansolabehere; Suzanne Lewis; Gary Somers; Mike Wilson

all of the city of Bakersfield state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of September, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12 day of November, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

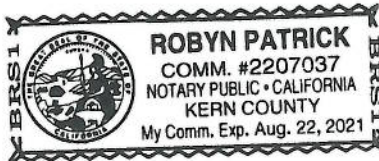
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Kern)

On 11/12/2019 before me, Robyn Patrick, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared John Ansolabehere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 36K012890 MG3 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: The Ohio Casualty Ins. Co.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF KERN }

On NOV 12th 2019 before me, KATHY BURDETTE Notary Public,

Date

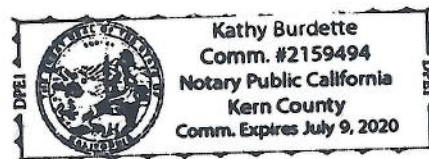
(here insert name and title of the officer)

personally appeared MATTHEW P. WADE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kathy Burdette (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: LABOR AND MATERIALS
BOND TR 6759-3

Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crosby and Crosby Insurance Services 111 "H" Street Bakersfield CA 93304		CONTACT NAME: Ryan Crosby PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ryan@crosbyandcrosby.com	
INSURED Urban Land Advisors, LLC MG3 Partners, LLC 9201 Camino Media Ste 120 Bakersfield CA 93311		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS CAS INS CO OF AMER INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19046	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

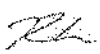
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SPC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6808160X63A	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are named as additional insureds as respects to all operations of the Named Insured. Coverage includes blanket waiver of subrogation.

REF: Tract 6759

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield 1501 Truxtun Avenue Bakersfield CA 93302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Additional Insured - When required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

MG3 PARTNERS, LLC

9201 Camino Media #120
Bakersfield, CA 93311

November 12, 2019


City of Bakersfield
Attn: Michelle Mendenhall
1501 Truxtun Avenue
Bakersfield, CA 93301

Re: MG3 Partners LLC, Tract 6759

To Whom It May Concern,

This letter shall confirm that MG3 Partners, LLC has no employees and no vehicles.

Sincerely,



Matthew P. Wade
MG3 Partners, LLC
9201 Camino Media Suite 120
Bakersfield, CA 93311

EXHIBIT E



Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 11/12/19
Name: MATTHEW P. WADE Name: [Signature]
(Print or type) (Signature)

Company Name (if any): MGS PARTNERS, LLC

Title: CEO Telephone: 661-885-9406

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

TRACT NO. 6759-UNIT 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF LOT "B" OF LOT LINE ADJUSTMENT NO. 16-0447 PER CERTIFICATE OF COMPLIANCE RECORDED APRIL 19, 2017 AS DOCUMENT NO. 000217049542 AND PER CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 1, 2017 AS DOCUMENT NO. 217162457, BOTH OF OFFICIAL RECORDS; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 27 EAST, M.D.M., CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 54 RESIDENTIAL LOTS 8.28 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

KERN LAND PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME: _____
TITLE: _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 6759-UNIT 3 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE PUBLIC EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, ARE HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

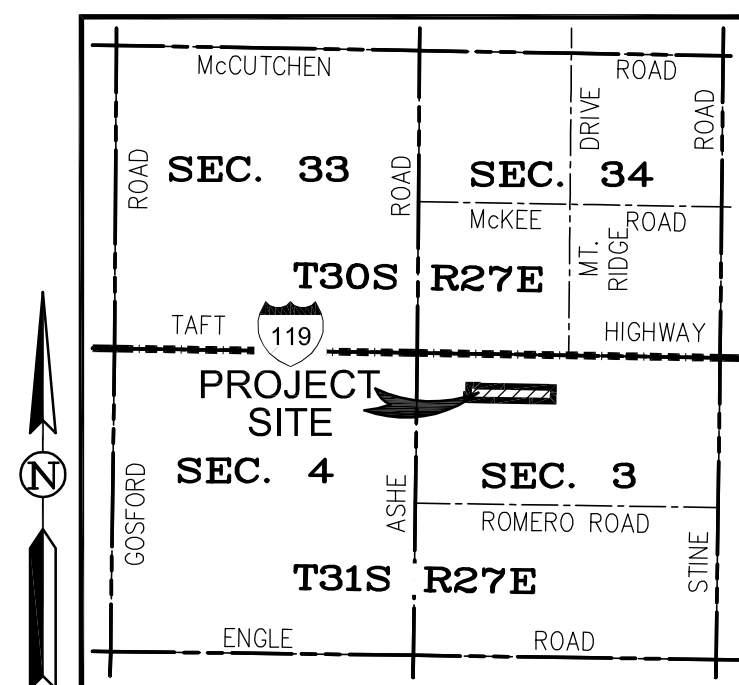
NAME NATURE OF INTEREST
NONE NONE

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD

SOIL NOTE:

A PRELIMINARY SOILS REPORT DATED OCTOBER 21, 2004 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, RCE 39549 AND UPDATED AUGUST 16, 2016 BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY RYAN K. PRIVETT, RCE 59372 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KERN LAND PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ON JULY 2016. HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



ROGER A. McINTOSH DATE
L.S. NO. 4383

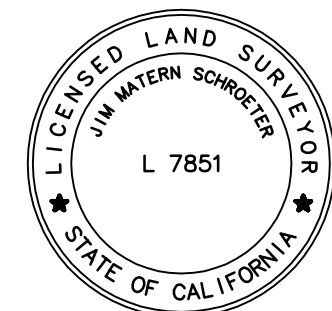
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JUNE 1, 2006, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY SURVEYOR'S STATEMENT

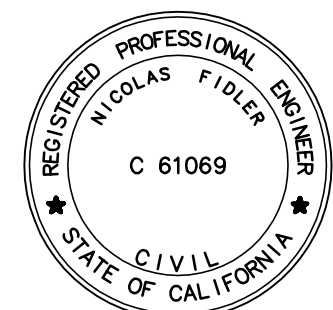
I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 DATE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 DATE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 1 OF 2 SHEETS

07/18/19	UPDATED MAP PER C.O.B. 1ST CHECK DATED 05/28/19	EBT
10/10/19	UPDATED MAP PER C.O.B. 2ND CHECK DATED 07/19/19	EBT

DONE BY: MVW
DATE: 05/01/19
JOB NO. 04-102.09
FILE: 0410209FM03

TRACT NO. 6759-UNIT 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 54 RESIDENTIAL LOTS 8.28 GROSS ACRES

LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED.
- = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383.
- = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383.
- = FD. 2" I.P. W/ HUB AND TAG MARKED. "LS 4383" PER TRACT NO. 6759-UNIT 1, M.B. 62, PGS. 53-56.
- = FD. CONC. MON. IN L.H. W/B.C. STAMPED "LS 4383" PER TRACT NO. 6759-UNIT 1, M.B. 62, PGS. 53-56.
- = FD. 2" I.P. W/ HUB AND TAG MARKED "LS 4383" PER TRACT NO. 6759-UNIT 2, M.B. 63, PGS. 24-26.
- = FD. CONC. MON. IN L.H. W/B.C. STAMPED "LS 4383" PER TRACT NO. 6759-UNIT 2, M.B. 63, PGS. 24-26

B.C. BRASS CAP	MON. MONUMENT
BK. BOOK	O.R. OFFICIAL RECORDS
CONC. CONCRETE	FD. FOUND
COR. CORNER	PG. PAGE
DOC. DOCUMENT	PUE PUBLIC UTILITIES EASEMENT
I.P. IRON PIPE	SF SQUARE FEET
L.L.A. LOT LINE ADJUSTMENT	R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)
L.S. LAND SURVEYOR	C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
L.H. LAMPHOLE	L1 LINE NUMBER FOR DATA (SEE LINE TABLE)
M.B. MAP BOOK	
M.D.M. MOUNT DIABLO MERIDIAN	

BASIS OF BEARINGS

THE BEARING OF N89°04'33"W, SHOWN FOR THE CENTERLINE OF TAFT HIGHWAY STATE ROUTE VI-KER-119 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, T.31S., R.27E., M.D.M., PER RECORD OF SURVEY FILED IN RECORD OF SURVEY BOOK 13, PAGE 178, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 6759-UNIT 1 & 2 AND THIS TRACT IS RECORD SAME AS MEASURED.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THAT PORTION OF LOT "B" OF THE TEMPORARY TURN-AROUND AND FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD RECORDED NOVEMBER 29, 2017 AS DOCUMENT NO. 217161604 OF OFFICIAL RECORDS, LOCATED WITHIN THE BOUNDARY OF THIS MAP WILL BE ABANDONED IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.



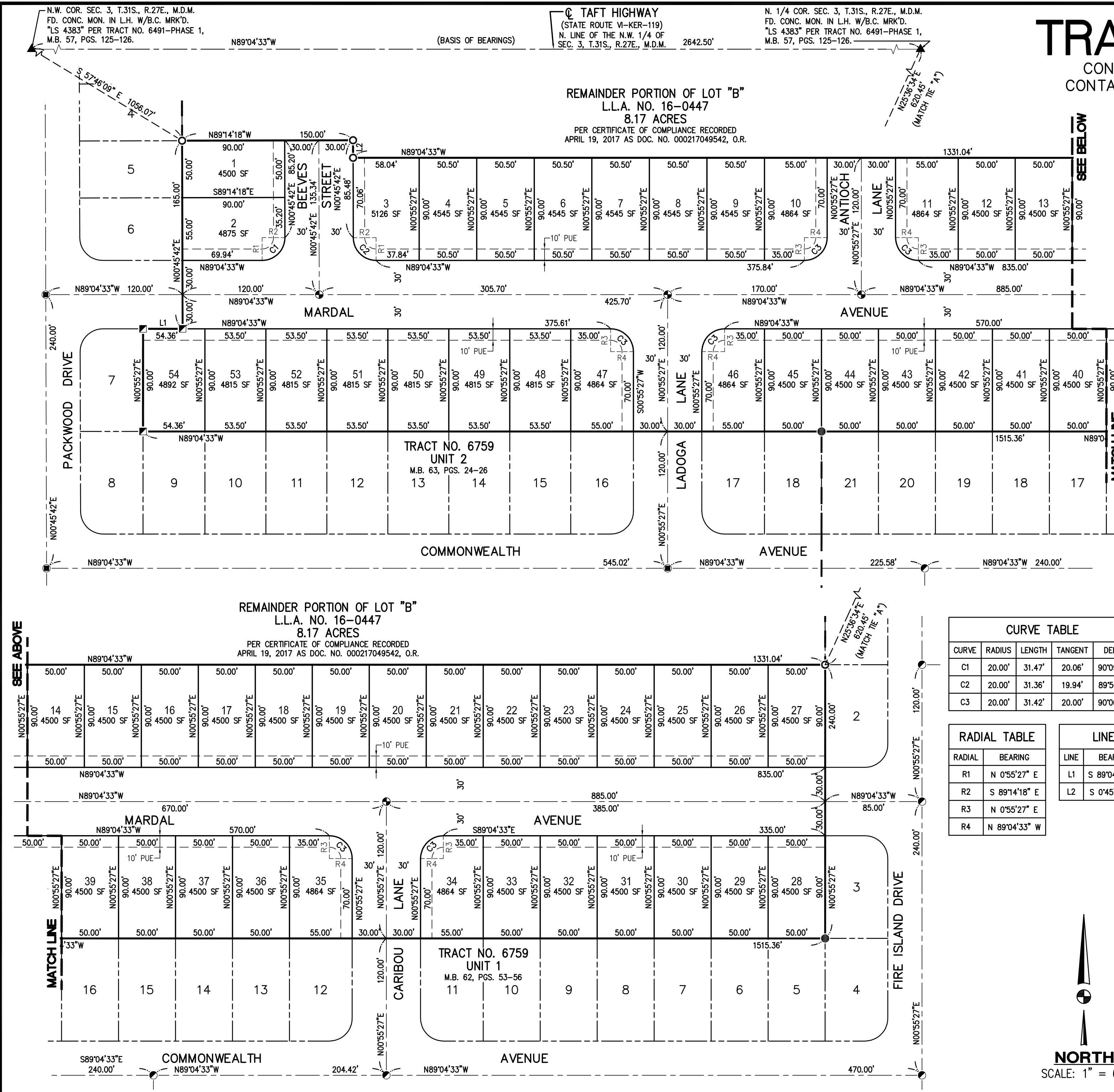
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

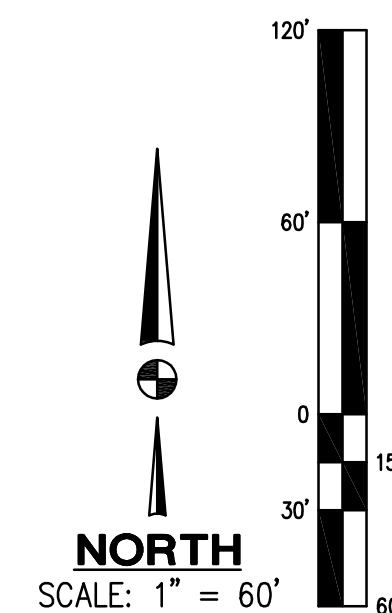
SHEET 2 OF 2 SHEETS



CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	20.00'	31.47'	20.06'	90°09'45"
C2	20.00'	31.36'	19.94'	89°50'15"
C3	20.00'	31.42'	20.00'	90°00'00"

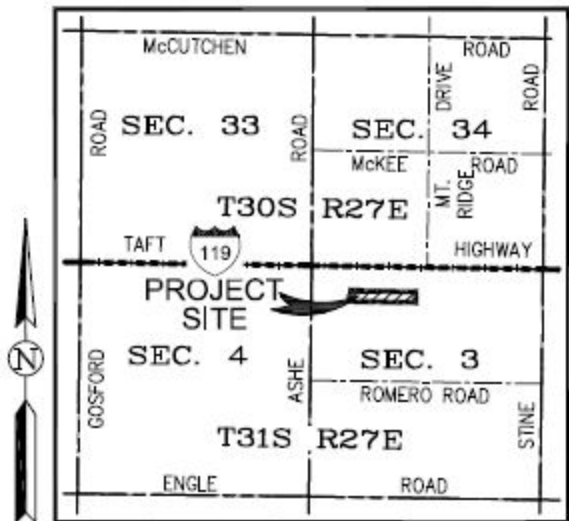
RADIAL TABLE	
RADIAL	BEARING
R1	N 0°55'27" E
R2	S 89°14'18" E
R3	N 0°55'27" E
R4	N 89°04'33" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°04'33" E	34.75'
L2	S 0°45'42" W	15.42'



07/18/19	UPDATED MAP PER C.O.B. 1ST CHECK DATED 05/28/19	EBT
10/10/19	UPDATED MAP PER C.O.B. 2ND CHECK DATED 07/19/19	EBT

DONE BY: MVW
DATE: 05/01/19
JOB NO. 04-102.09
FILE: 0410209FM03



VICINITY MAP
NOT TO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements p.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/30/2019
WARD: Ward 6
SUBJECT: Final Map, Improvement and Landscape Agreements with RGF Land Company, Inc., (Developer) for Tract 7261, Phase 1 located south of Panama Lane and east of Gosford Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7261 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, RGF Land Company, Inc., wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

The Landscape Improvement Agreement requires the Developer to complete the required landscape and irrigation improvements within the time frame and in the manner outlined in the agreement's terms. A landscape agreement is required whenever the Developer desires to record their final map before the landscaping improvements are in.

ATTACHMENTS:

Description	Type
▣ Tract 7261 Phase 1 - Improvement Agreement	Agreement
▣ Tract 7261 Phase 1 - Landscape Agreement	Agreement
▣ Tract 7261 Phase 1 - Final Map	Backup Material
▣ Tract 7261 Phase 1 - Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7261 Phase 1

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **RGF Land Company, Inc.**, a California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7261 Phase 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 2, 2014, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- 4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.
5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.
6. **IMPROVEMENT SECURITY.**
 - 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:
 - 6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;
 - 6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and
 - 6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.
 - 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:
 - 6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

- 11.1. **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. **Commercial general liability insurance,** unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

- 11.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-;VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-;VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. **MISCELLANEOUS.**

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

- 12.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: RGF Land Company, Inc.
9100 Ming Avenue, Suite 120
Bakersfield, CA 93311
Telephone: 661-335-6104
Email: ldee@rgfproperties.us

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

- 12.3. Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

- 12.4. Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 12.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 12.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 83-1668451.

Developer is a corporation? Yes X No _____
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

RGF Land Company, Inc.

By: _____
KAREN GOH
Mayor

By: _____

Print Name: JEFF MCGEE

Title: PRESIDENT

APPROVED as to form:
VIRGINIA GENARO
City Attorney

By: _____

Print Name: _____

Title: _____

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Kern }

On Oct. 15, 2019 before me, Kathleen Garzelli Notary Public,

Date

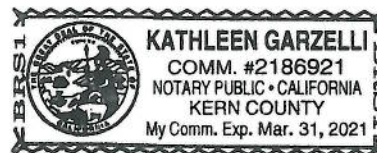
(here insert name and title of the officer)

personally appeared Jeff Meger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity(ies), and that by his ~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kathleen Garzelli (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK NA Checklist item

		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7261 - Phase 1 Onsite & Offsite

Date: 6/19/2019
 Job No: 13099.01
 Prepared By: AV

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Storm Drain Improvements					
1.	18" Storm Drain (RGJ-RCP)	389	lf	95.00	36,955
2.	30" Storm Drain (RGJ-RCP)	178	lf	115.00	20,470
3.	36" Storm Drain (RGJ-RCP)	1051	lf	130.00	136,630
4.	Type A Catch Basins	4	ea	5000.00	20,000
5.	Manhole	6	ea	4000.00	24,000
6.	Outlet Structure	2	ea	4000.00	8,000
				Sub-Total	246,055
Sewer Improvements					
7.	8" Sewer Line	2158	lf	55.00	118,690
8.	4" Laterals	1447	lf	30.00	43,410
9.	Clean-outs, 8"	1	ea	700.00	700
10.	Standard Manhole, 6' to 8'	5	ea	2600.00	13,000
11.	Tie-in to Existing Sewer (incl. manhole)	1	ea	5000.00	5,000
				Sub-Total	180,800
Water Improvements					
12.	1" Water Service	43	ea	1100.00	47,300
13.	8" Waterline	1898	lf	35.00	66,430
14.	12" Waterline	400	lf	48.00	19,200
15.	16" Waterline	955	lf	72.00	68,760
16.	8" Gate Valve	6	ea	1050.00	6,300
17.	12" Gate Valve	3	ea	2100.00	6,300
18.	16" Gate Valve	2	ea	3200.00	6,400
19.	6" Fire Hydrant Assembly	3	ea	4000.00	12,000
20.	Tie-in to existing line	1	ea	1100.00	1,100
21.	Wharf Hydrant	3	ea	2000.00	6,000
				Sub-Total	239,790
Street Improvements					
22.	A.C. Paving	2744	tns	75.00	205,800
23.	Aggregate Base (Class 2)	2285	cy	70.00	159,950
24.	Roadway Excavation/Subgrade Preparation	4066	cy	25.00	101,650
25.	6" Curb & Gutter	5178	lf	25.00	129,450
26.	Sidewalk (4" thick)	25780	sf	6.00	154,680
27.	Driveways (6" thick)	4540	sf	9.00	40,860
28.	Handicap Ramps (ADA/Title 24/CalTrans)	10	ea	2500.00	25,000
29.	Street Name Signs	10	ea	300.00	3,000
30.	Traffic Control Signs	1	ea	300.00	300
31.	Street Lights - COB Standard	8	ea	6000.00	48,000
32.	Interconnect Conduit Pull-box	4	ea	300.00	1,200
33.	Traffic Signal Interconnect Conduit	957	lf	5.00	4,785
34.	Survey Monument & Encasement	8	ea	750.00	6,000
35.	Striping (Detail 22 - Double Yellow)	881	lf	1.00	881
36.	Striping (Detail 38 - Channelizing Line)	634	lf	1.00	634
37.	Saw Cut	960	lf	3.00	2,880
				Sub-Total	885,070
Miscellaneous					
38.	6' Block Wall	1130	lf	130.00	146,900
				Sub-Total	146,900
TOTAL IMPROVEMENTS:					1,698,615
20 % Contingency:					339,723
ENFORCEMENT COST					15,000
TOTAL IMPROVEMENT BOND:					2,053,338
50% LABOR BOND:					1,026,669



EXHIBIT C

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 18, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68168876

APPLICANT
RGF LAND COMPANY, INC.
9100 MING AVENUE
SUITE 120
BAKERSFIELD CA 93311

BENEFICIARY
CITY OF BAKERSFIELD
DEPT. OF PUBLIC WORKS
1501 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 2,053,338.00
NOT EXCEEDING TWO MILLION FIFTY THREE THOUSAND THREE HUNDRED THIRTY EIGHT
AND 00/100'S US DOLLARS

EXPIRATION
SEPTEMBER 30, 2021 AT OUR COUNTERS

WE HEREBY ESTABLISH OUR STANDBY LETTER OF CREDIT LC NO. 68168876 IN YOUR FAVOR, FOR THE ACCOUNT OF RGF LAND COMPANY, INC. UP TO THE AGGREGATE AMOUNT OF TWO MILLION FIFTY THREE THOUSAND THREE HUNDRED THIRTY EIGHT DOLLARS AND 00/100 US DOLLARS (\$2,053,338.00). UPON FILING OF NOTICE OF COMPLETION, THE AMOUNT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY TO 50% OF LABOR, ONE MILLION TWENTY SIX THOUSAND SIX HUNDRED SIXTY NINE 00/100 (\$1,026,669.00). THIS LETTER OF CREDIT HAS BEEN ESTABLISHED FOR PERFORMANCE AND LABOR OBLIGATIONS.

THE AMOUNT IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) DRAWN ON US, AT SIGHT AND DULY ENDORSED, ACCOMPANIED BY THE FOLLOWING:

- 1) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.
- 2) A DATED AFFIDAVIT SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF BAKERSFIELD, CERTIFYING THAT "RGF LAND COMPANY, INC. IS IN DEFAULT RELATING TO TRACT/PARCEL MAP 7261 AND THAT THE AMOUNT OF THE DRAWING IS DUE AND PAYABLE."

OTHER CONDITIONS:
THE CITY MAY PRESENT DRAWS TO PAY FOR LABOR AND MATERIALS.

PARTIAL DRAWING ARE ALLOWED.

ALL DRAFT(S) DO DRAWN MUST BEAR THE CLAUSE, "DRAWN UNDER BANK OF AMERICA, LETTER OF CREDIT NUMBER LC NO. 68168876, DATED OCTOBER 18, 2019".

EXHIBIT D

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68168876

THIS LETTER OF CREDIT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY STATING: "THE FACE AMOUNT OF LETTER OF CREDIT NO 68168876 SHOULD BE REDUCED BY USD _____ TO A NEW AMOUNT OF USD _____".

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.


IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, SIGNED BY AN AUTHORIZED SIGNATORY, ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIPT OF BANK OF AMERICA, N.A.'S NOTICE OF NONEXTENSION UNDER LETTER OF CREDIT NO. 68168876 AND THE APPLICANT'S OBLIGATION TO YOU REMAINS.

WE HEREBY ENGAGE WITH YOU THAT PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519 OPT. NO. 1. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

EXHIBIT D

ORIGINAL



RGFLAND-01

DAWNPHILLIPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Jane Garretson	
	PHONE (A/C, No, Ext): (714) 617-2333	FAX (A/C, No):
	E-MAIL ADDRESS: jane.garretson@nfp.com	
INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Gemini Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 10833	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	VCGP024169	11/12/2018	11/12/2019	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
							\$
							\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured per forms CG2010 0413 & CG2037 0413 attached; coverage is primary and non contributory as respects general liability per form CG2001 0413 attached.

EXHIBIT E

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield - Office of Risk Management
1600 Truxtun Ave
Bakersfield, CA 93301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NFP Disclaimer

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License OF15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705

Telephone: 714-505-5550
Fax: 714-975-8966

EXHIBIT E

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 36

CG 20 10 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

EXHIBIT E

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 39

CG 20 37 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

Policy: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 15

CG 20 01 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT E

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 7261 PHASE 1

This **LANDSCAPE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **RGF Land Company, Inc.**, a California Corporation authorized to do business in California ("Developer").

R E C I T A L S

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7261 Phase 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS.** Developer must construct, install, and complete all landscape and irrigation improvements as required by this Agreement and as required in the resolution adopted by the City Planning Commission on October 2, 2014, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.
2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:
 - 2.1. Title 16 of the Bakersfield Municipal Code;
 - 2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
 - 2.3. Approved plans and specifications;
 - 2.4. Adopted City standards; and
 - 2.5. Good engineering practices and workmanlike manner.
3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.
4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. Release of Security. The Security will be released as described in Exhibit B.

6. DEFAULT: REMEDIES.

6.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

- 6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 6.1.7. Developer or owner of the Project transfers ownership of the Project.
- 6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 6.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
 - 6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
 - 6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all improvements in the Project are completed and approved by City Engineer; and

6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

7. NO WAIVER OF DEFAULT. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

8. NO WAIVER BY CITY. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

- 9.1.** Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
- 9.2.** Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.
- 9.3.** Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

- 10.1. Types and Limits of Insurance.** In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 10.1.1. Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

10.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

- 10.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 10.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 10.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 10.2.4.** Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 10.2.5.** The insurance required in this section must be maintained until the Performance Security is released.

- 10.2.6. Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.
- 10.2.7. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 10.2.8. Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. **MISCELLANEOUS.**

- 11.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 11.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: RGF Land Company, Inc.
9100 Ming Avenue, Suite 120
Bakersfield, CA 93311
Telephone: 661-335-6104
Email: tdee@rgfproperties.us

Surety:

Attn: _____

Telephone: _____

Email: _____

License No.: _____

Local Contact: _____

Local Telephone: _____

- 11.3. Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 11.4. Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 11.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 11.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 83-1668451.

Developer is a corporation? Yes X No .
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____
RICHARD IGER
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

By: _____
NICOLAS FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion
Exhibit B – Required Security
Exhibit C – Engineer's Estimate
Exhibit D – Security
Exhibit E – Insurance

DEVELOPER

RGF Land Company, Inc.

By: _____
Print Name: Jeff Macen
Title: President

By: _____
Print Name: _____
Title: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Kern }

On Oct. 15, 2019 before me, Kathleen Garzelli Notary Public,

Date

(here insert name and title of the officer)

personally appeared Jeff Meger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kathleen Garzelli (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION
FOR LANDSCAPE AGREEMENT

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by a Recreation and Parks Construction Inspector
		Acceptance Letter from the Recreation and Parks Department
		Other items required by tract conditions:

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City serves Developer with the Developer/Contractor Acceptance Letter; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 30 months after the Effective Date and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are completed pursuant to this Agreement. If the reduction is authorized, City will reduce the Security to an amount sufficient to finance the completion of the remaining obligations of this Agreement as determined by the Recreation and Parks Director, or designee, in his or her sole discretion; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed.</p>

EXHIBIT B

**BOND ESTIMATE
for City of Bakersfield Tract 7261 - Phase 1**

Date: 6/17/2019
Job No: 13099.01
Prepared By: AV

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
----------	------------------	-----	------	---------	---------

Landscape Gosford Road

PHASE 1

1.	R/W Landscaping, Standard	8804	sf	5.00	44,020
----	---------------------------	------	----	------	--------

Sub-Total 44,020

TOTAL IMPROVEMENTS: 44,020.00

20 % Contingency: 8,804.00

ENFORCEMENT COST **6,603.00**

TOTAL IMPROVEMENT BOND: **59,427.00**

50% LABOR BOND: **29,713.50**



6-17-19

EXHIBIT C

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 18, 2019

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68168875

APPLICANT
RGF LAND COMPANY, INC.
9100 MING AVENUE
SUITE 120
BAKERSFIELD CA 93311

BENEFICIARY
CITY OF BAKERSFIELD
DEPT. OF PUBLIC WORKS
1501 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 59,427.00
NOT EXCEEDING FIFTY NINE THOUSAND FOUR HUNDRED TWENTY SEVEN AND 00/100'S
US DOLLARS

EXPIRATION
SEPTEMBER 30, 2021 AT OUR COUNTERS

WE HEREBY ESTABLISH OUR STANDBY LETTER OF CREDIT LC NO. 68168875 IN YOUR FAVOR, FOR THE ACCOUNT OF RGF LAND COMPANY, INC. UP TO THE AGGREGATE AMOUNT OF FIFTY NINE THOUSAND, FOUR HUNDRED TWENTY SEVEN DOLLARS AND 00/100 US DOLLARS (\$59,427.00). UPON FILING NOTICE OF COMPLETION, THE AMOUNT MAY BE REDUCED UPON WRITTEN CONSENT FROM THE BENEFICIARY TO 50% OF LABOR, TWENTY NINE THOUSAND SEVEN HUNDRED FOURTEEN AND 00/100 (\$29,714.00).

THIS LETTER OF CREDIT HAS BEEN ESTABLISHED IN REGARDS TO PERFORMANCE AND LABOR OBLIGATIONS.

THE AMOUNT IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) DRAWN ON US, AT SIGHT AND DULY ENDORSED, ACCOMPANIED BY THE FOLLOWING:

- 1) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.
- 2) A DATED AFFIDAVIT SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF BAKERSFIELD, CERTIFYING THAT "RGF LAND COMPANY, INC. IS IN DEFAULT RELATING TO TRACT/PARCEL MAP 7261 AND THAT THE AMOUNT OF THE DRAWING IS DUE AND PAYABLE."

OTHER CONDITIONS:
THE CITY MAY PRESENT DRAWS TO PAY FOR LABOR AND MATERIALS.

PARTIAL DRAWING ARE ALLOWED.

ALL DRAFT(S) DO DRAWN MUST BEAR THE CLAUSE, "DRAWN UNDER BANK OF AMERICA, LETTER OF CREDIT NUMBER LC NO. 68168875, DATED OCTOBER 18,

EXHIBIT D

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68168875

2019".

THIS LETTER OF CREDIT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY STATING: "THE FACE AMOUNT OF LETTER OF CREDIT NO 68168875 SHOULD BE REDUCED BY USD _____ TO A NEW AMOUNT OF USD _____".

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, SIGNED BY AN AUTHORIZED SIGNATORY, ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIPT OF BANK OF AMERICA, N.A.'S NOTICE OF NONEXTENSION UNDER LETTER OF CREDIT NO. 68168875 AND THE APPLICANT'S OBLIGATION TO YOU REMAINS.

WE HEREBY ENGAGE WITH YOU THAT PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519 OPT. NO. 1. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .

EXHIBIT D



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL



RGFLAND-01

DAWNPHILLIPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Jane Garretson		
	PHONE (A/C, No, Ext): (714) 617-2333	FAX (A/C, No):	
	E-MAIL ADDRESS: jane.garretson@nfp.com		
INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Gemini Insurance Company		10833
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		VCGP024169	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured per forms CG2010 0413 & CG2037 0413 attached; coverage is primary and non contributory as respects general liability per form CG2001 0413 attached.

EXHIBIT E

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield • Office of Risk Management
1600 Truxtun Ave
Bakersfield, CA 93301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NFP Disclaimer

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License OF15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705

Telephone: 714-505-5550
Fax: 714-975-8966

EXHIBIT E

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 36

CG 20 10 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

EXHIBIT E

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 39

CG 20 37 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

Policy: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 15

CG 20 01 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT E

TRACT No. 7261 PHASE 1

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL WAIVER No. 17-0089 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 25, 2017 AS DOCUMENT No. 217114975 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 SOUTH,
RANGE 27 EAST, M.D.M., CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN HEREON, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT", AS SHOWN HEREON, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS GOSFORD ROAD REMAINS A PUBLIC ROAD, WE HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1 THROUGH 9 (INCLUSIVE) AND LOT "C" AS SHOWN ON SAID MAP, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROADS, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES OVER, ON AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, OVER, ON, AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 1 THROUGH 9 (INCLUSIVE), AS SHOWN HEREON.

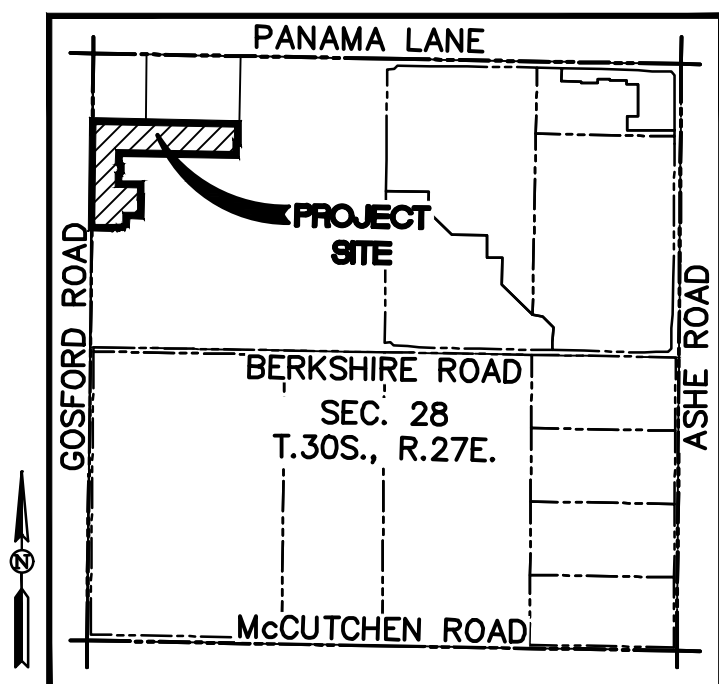
WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, A FLOWAGE AND DRAINAGE EASEMENT FOR SUMP LOT "C", ON, UNDER AND OVER THAT CERTAIN AREA AS DESIGNATED UPON THIS MAP. SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION

NAME
TITLE

PANAMA LANE PROPERTIES, LLC, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 14, 2018 AS DOCUMENT NO. 218121627 OF OFFICIAL RECORDS.

NAME
TITLE



VICINITY MAP
NO SCALE

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7261 - PHASE 1 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION	EASEMENT HOLDER PER DOCUMENT No. 0214112482, OF OFFICIAL RECORDS.
DINA K. LIGARI, AKA DINA KATHLEEN LIGARI J. STANLEY ANTONGIOVANNI AND LINDA R. MCKENNA, CO-TRUSTEES OF THE JOHN M. ANTONGIOVANNI TRUST	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 0205240666 AND AMENDED PER DOCUMENT No. 0213183488, BOTH OF OFFICIAL RECORDS.
JANE ANDREA UHALT, TRUSTEE OF THE JANE A. UHALT REVOCABLE TRUST ROBERT JOHN STEVENS AND CHARLES GERARD STEVENS, CO-SUCCESSOR TRUSTEES OF THE IRENE F. STEVENS SEPARATE PROPERTY REVOCABLE TRUST	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000214014480 OF OFFICIAL RECORDS.
JUDITH CLAIRE WALSH, A MARRIED WOMAN	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000214014481 OF OFFICIAL RECORDS.
JOHN STANLEY ANTONGIOVANNI, A MARRIED MAN LINDA RAE MCKENNA, A MARRIED WOMAN	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000214014482 OF OFFICIAL RECORDS.
JOHN STANLEY ANTONGIOVANNI AND LINDA RAE MCKENNA, CO-TRUSTEES OF THE JOHN M. ANTONGIOVANNI TRUST OLD RIVER LAND COMPANY, A CALIFORNIA CORPORATION JANE A. UHALT, TRUSTEE OF THE JANE A. UHALT REVOCABLE TRUST ROBERT JOHN STEVENS AND CHARLES GERARD STEVENS, SUCCESSOR CO-TRUSTEES OF THE IRENE F. STEVENS SEPARATE PROPERTY REVOCABLE TRUST	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT No. 000214014482 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____.

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 7, 2016, HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, R.C.E. 60185 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

NOTE

FOR NOTARY, SEE SHEET 2.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION IN MAY OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



ROGER A. MCINTOSH
L.S. No. 4383

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 2, 2014 AND ANY EXTENSIONS GRANTED THERETO. THE SUBDIVISION AS SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IS IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD

CITY ENGINEER'S STATEMENT

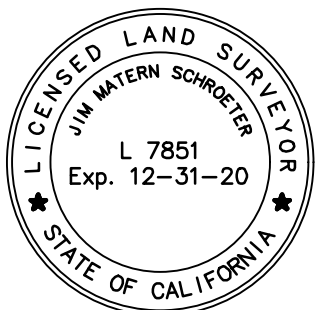
I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 (EXP 12/31/20)

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER L 7851 (EXP 12/31/20)

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. MCINTOSH.

JON LIQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

SHEET 1 OF 5 SHEETS

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/23/18	UPDATED MAP PER PHASE MAP/ADD'L LOTS	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT

DONE BY: MVW
DATE: 08/28/17
JOB No. 13-099.01
FILE: 1309901FM01A

TRACT No. 7261 PHASE 1

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL WAIVER No. 17-0089 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 25, 2017 AS DOCUMENT No. 217114975 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 SOUTH,
RANGE 27 EAST, M.D.M., CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
PRINTED NAME: _____ MY COMMISSION EXPIRES: _____
MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. No. _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
PRINTED NAME: _____ MY COMMISSION EXPIRES: _____
MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. No. _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 2 OF 5 SHEETS

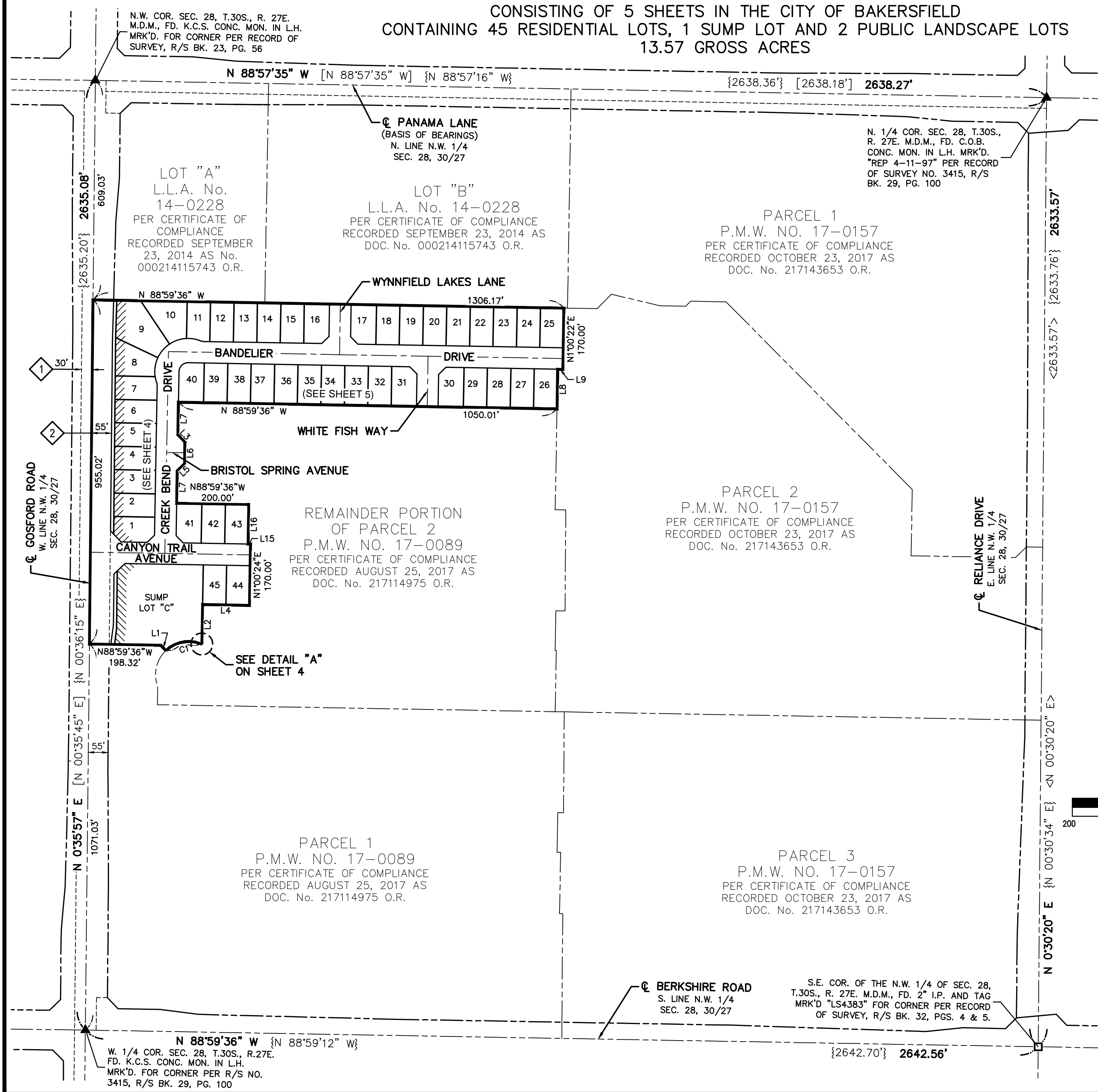


11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/23/18	UPDATED MAP PER PHASE MAP/ADD'L LOTS	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT

DONE BY: MVW
DATE: 08/28/17
JOB No. 13-099.01
FILE: 1309901FM01A

TRACT No. 7261 PHASE 1

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES



NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

SEE SHEET 4 FOR LINE, CURVE, AND RADIAL DATA TABLES AND DETAILS.

LEGEND

{ } = RECORD PER FILED RECORD OF SURVEY, R/S BK. 23, PG. 56.

< > = RECORD PER FILED RECORD OF SURVEY No. 3415, R/S BK. 29, PG. 100.

[] = RECORD PER FILED MAP No. 7-1, BOOK 6, PAGE 26.

* * = MEASURED SAME AS RECORD PER RECORD OF SURVEY No. 3746, R/S BK. 32, PGS. 4 & 5.

===== = INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

○ = SET 2" IRON PIPE W/HUB AND TAG MARKED "LS 4383"

● = SET CONC. MON. IN L.H. W/BASS CAP STAMPED "L.S. 4383"

▲ = FOUND MONUMENT AS DESCRIBED

□ = FD. 2" I.P. W/HUB AND PENNY TAG MRK'D. "LS 4383" PER RECORD OF SURVEY No. 3746, R/S BK. 32, PGS. 4 & 5.

■ = FD. 1/2" IRON ROD W/PLASTIC CAP MRK'D. "LS 4383" PER RECORD OF SURVEY No. 3746, R/S BK. 32, PGS. 4 & 5.

⬢ = EASEMENT REFERENCE - SEE SHEET 4

ABBREVIATIONS

FD.	FOUND	P.M.	PARCEL MAP
L.H.	LAMPHOLE	BK.	BOOK
CONC.	CONCRETE	PG.	PAGE
MKD.	MARKED	O.R.	OFFICIAL RECORDS
I.P.	IRON PIPE	T. 30 S.	TOWNSHIP 30 SOUTH
L.S.	LAND SURVEYOR	R. 27 E.	RANGE 27 EAST
RCE	REGISTERED CIVIL ENGINEER	M.D.M.	MOUNT DIABLO MERIDIAN
W/	WITH	AC.	ACRES
RAD.	RADIAL	S.F.	SQUARE FEET
L1	LINE NUMBER FOR DATA (SEE LINE TABLE)	P.U.E.	PUBLIC UTILITIES EASEMENT
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE)	WFE	WALL FOOTING EASEMENT
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)	C.O.B.	CITY OF BAKERSFIELD
DOC.	DOCUMENT	GR	GROSS
No.	NUMBER	K.C.S.	KERN COUNTY SURVEYOR
M.	MAP	S.F.F.N.	SEARCHED FOR, FOUND NOTHING

NORTH

SCALE: 1"= 200'



BASIS OF BEARINGS

THE GRID BEARING OF N 88°57'35" W SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, T. 30 S., R. 27 E. ON K.C.S. FILED MAP No. 7-1 BOOK 6, PAGE 26 WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

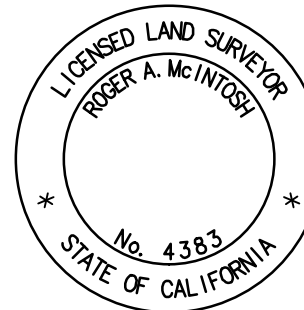
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIEQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)



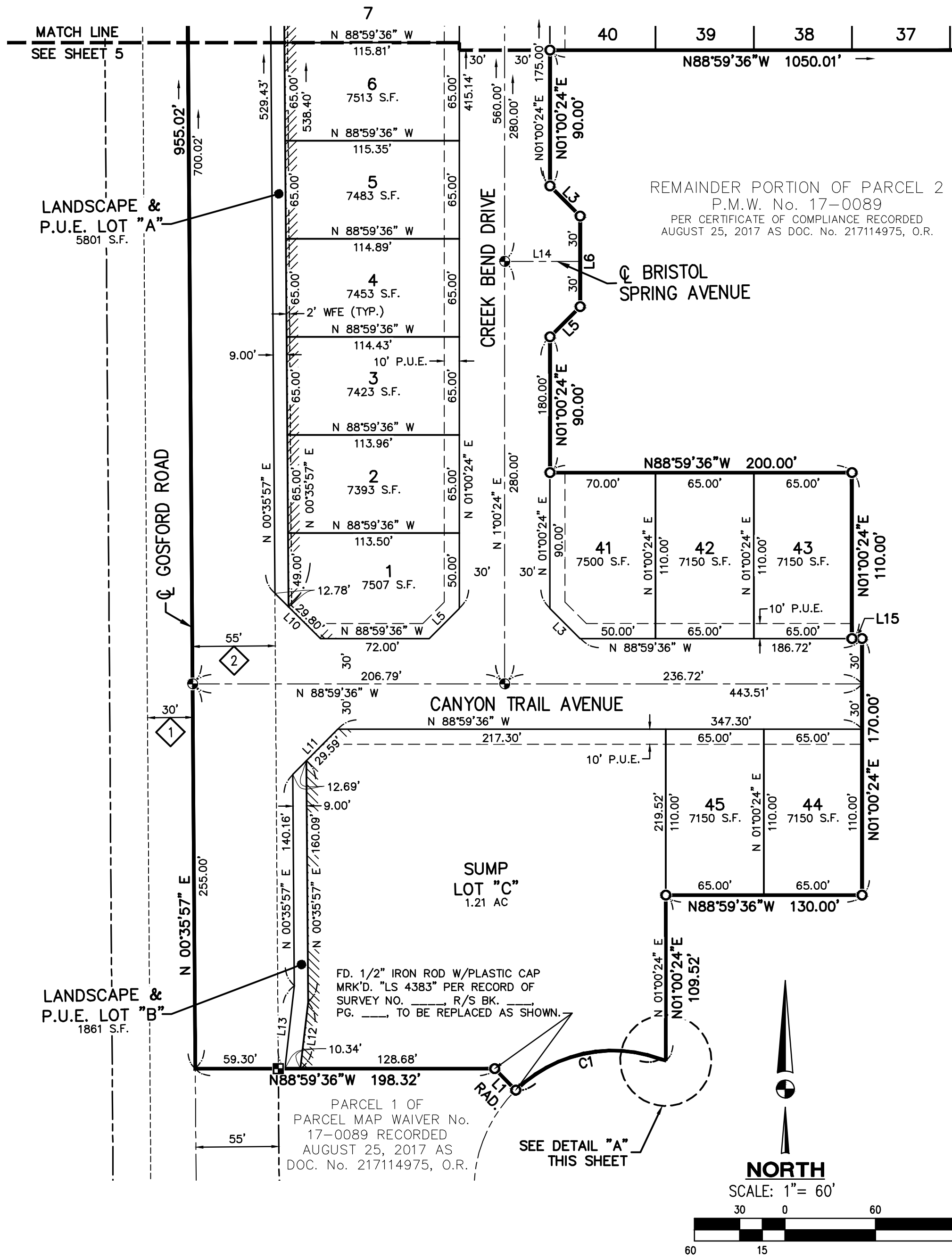
SHEET 3 OF 5 SHEETS

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/23/18	UPDATED MAP PER PHASE MAP/ADD'L LOTS	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT

DONE BY: MVW
DATE: 08/28/17
JOB No. 13-099.01
FILE: 1309901FM01A

TRACT No. 7261 PHASE 1

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES



NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

FOR LEGEND, SEE SHEET 3.

EASEMENT LEGEND:

1 AN EASEMENT IN FAVOR OF THE PUBLIC FOR PUBLIC ROAD PURPOSES PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY IN SEC. 29, T.30S., R.27E., M.D.M. FILED JUNE 16, 1897.

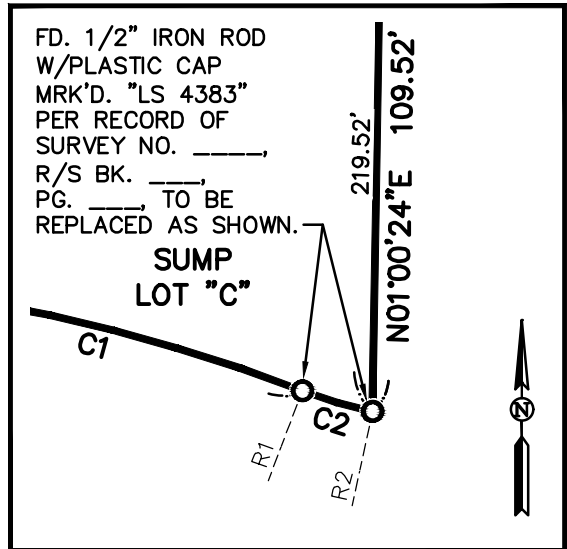
2 A STREET RIGHT-OF-WAY DEED IN FAVOR OF THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 16, 2014 AS DOC. No. 021412482 OF OFFICIAL RECORDS.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED DECEMBER 19, 2017 AS DOC. No. 217174003 O.R.

LINE TABLE			CURVE TABLE					RADIAL TABLE	
LINE	BEARING	DISTANCE	CURVE	RADIUS	LENGTH	TANGENT	DELTA	RADIAL	BEARING
L1	N 43°24'26" W	20.00'	C1	92.00'	103.30'	57.86'	64°20'02"	R1	N20°55'35"E
L2	N 01°00'24" E	109.52'	C2	25.00'	3.80'	1.90'	8°42'27"	R2	N12°13'09"E
L3	N 43°59'36" W	28.28'	C3	25.00'	8.69'	4.39'	19°55'11"	R3	N88°59'36"W
L4	N 88°59'36" W	130.00'	C4	92.00'	16.92'	8.48'	10°32'10"	R4	N71°05'13"E
L5	N 46°00'24" E	28.28'	C5	92.00'	53.97'	27.78'	33°36'30"	R5	N81°37'24"E
L6	N 01°00'24" E	60.00'	C6	92.00'	50.00'	25.63'	31°08'21"	R6	N02°29'25"W
L7	N 01°00'24" E	90.00'	C7	92.00'	37.60'	19.07'	23°25'00"	R7	N20°55'35"E
L8	N 01°00'22" E	110.00'	C8	25.00'	8.69'	4.39'	19°55'11"	R8	N01°00'24"E
L9	N 88°59'36" W	14.39'	C9	92.00'	208.48'	196.56'	129°50'22"		
L10	N 44°11'49" W	42.58'	C10	25.00'	39.27'	25.00'	90°00'00"		
L11	N 45°48'11" E	42.28'							
L12	N 07°34'03" E	44.20'							
L13	N 07°34'03" E	55.20'							
L14	N 88°59'36" W	50.00'							
L15	N 88°59'36" W	6.72'							
L16	N 01°00'24" E	110.00'							



DETAIL "A"
SCALE 1"=10'

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____ (DEPUTY)
KERN COUNTY ASSESSOR-RECORDER



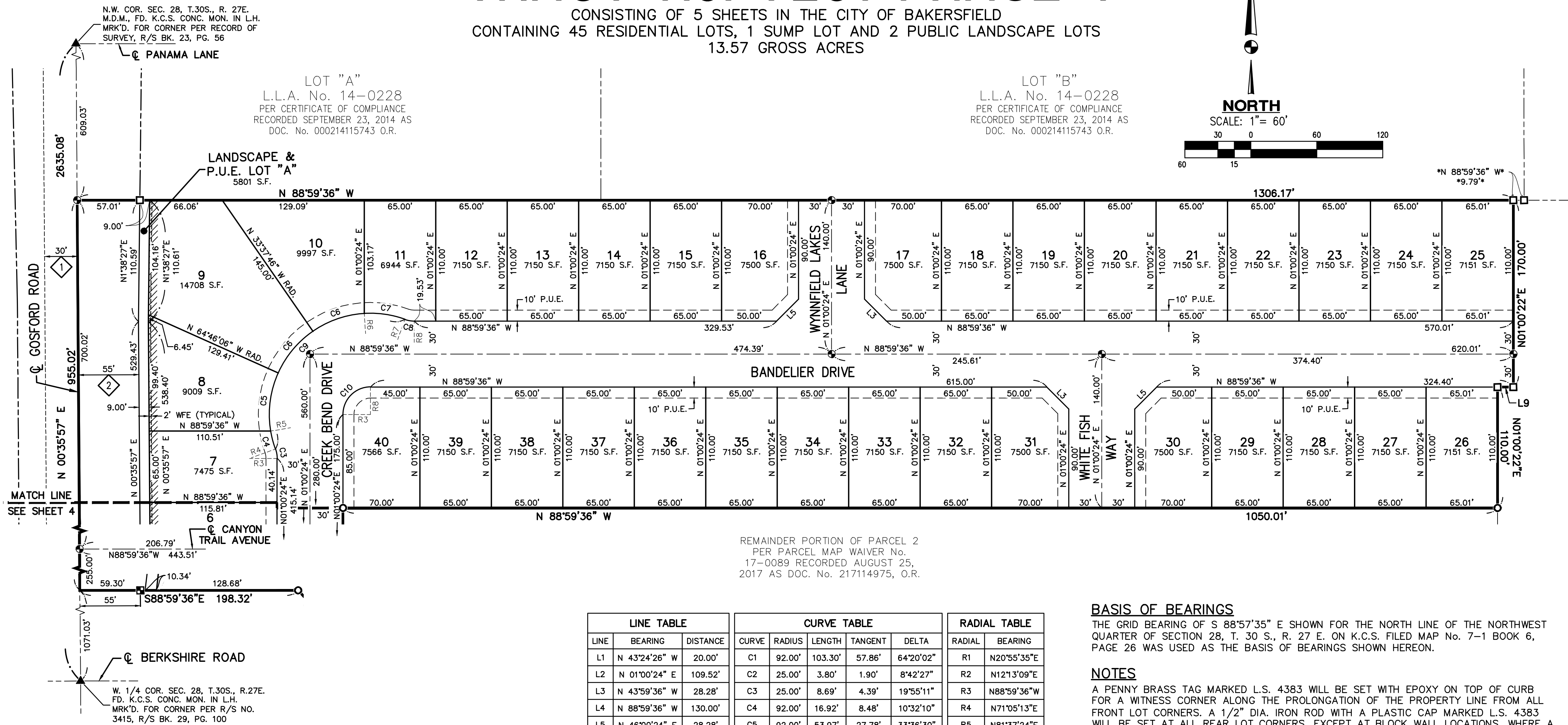
SHEET 4 OF 5 SHEETS

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/23/18	UPDATED MAP PER PHASE MAP/ADD'L LOTS	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT

DONE BY: MVW
DATE: 08/28/17
JOB No. 13-099.01
FILE: 1309901FM01A

TRACT No. 7261 PHASE 1

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES



EASEMENT LEGEND:

- 1 AN EASEMENT IN FAVOR OF THE PUBLIC FOR PUBLIC ROAD PURPOSES PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY IN SEC. 29, T.30S., R.27E., M.D.M. FILED JUNE 16, 1897.
- 2 A STREET RIGHT-OF-WAY DEED IN FAVOR OF THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 16, 2014 AS DOC. No. 0214112482 OF OFFICIAL RECORDS.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED DECEMBER 19, 2017 AS DOC. No. 217174003 O.R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 43°24'26" W	20.00'
L2	N 01°00'24" E	109.52'
L3	N 43°59'36" W	28.28'
L4	N 88°59'36" W	130.00'
L5	N 46°00'24" E	28.28'
L6	N 01°00'24" E	60.00'
L7	N 01°00'24" E	90.00'
L8	N 01°00'22" E	110.00'
L9	N 88°59'36" W	14.39'
L10	N 44°11'49" W	42.58'
L11	N 45°48'11" E	42.28'
L12	N 07°34'03" E	44.20'
L13	N 07°34'03" E	55.20'
L14	N 88°59'36" W	50.00'
L15	N 88°59'36" W	6.72'
L16	N 01°00'24" E	110.00'

REMAINDER PORTION OF PARCEL 2
PER PARCEL MAP WAIVER No.
17-0089 RECORDED AUGUST 25,
2017 AS DOC. No. 217114975, O.R.

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	92.00'	103.30'	57.86'	64°20'02"
C2	25.00'	3.80'	1.90'	8°42'27"
C3	25.00'	8.69'	4.39'	19°55'11"
C4	92.00'	16.92'	8.48'	10°32'10"
C5	92.00'	53.97'	27.78'	33°36'30"
C6	92.00'	50.00'	25.63'	31°08'21"
C7	92.00'	37.60'	19.07'	23°25'00"
C8	25.00'	8.69'	4.39'	19°55'11"
C9	92.00'	208.48'	196.58'	129°50'22"
C10	25.00'	39.27'	25.00'	90°00'00"

RADIAL TABLE	
RADIAL	BEARING
R1	N20°55'35"E
R2	N12°13'09"E
R3	N88°59'36"W
R4	N71°05'13"E
R5	N81°37'24"E
R6	N02°29'25"W
R7	N20°55'35"E
R8	N01°00'24"E



BASIS OF BEARINGS

THE GRID BEARING OF S 88°57'35" E SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, T. 30 S., R. 27 E., ON K.C.S. FILED MAP No. 7-1 BOOK 6, PAGE 26 WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

FOR LEGEND, SEE SHEET 3.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

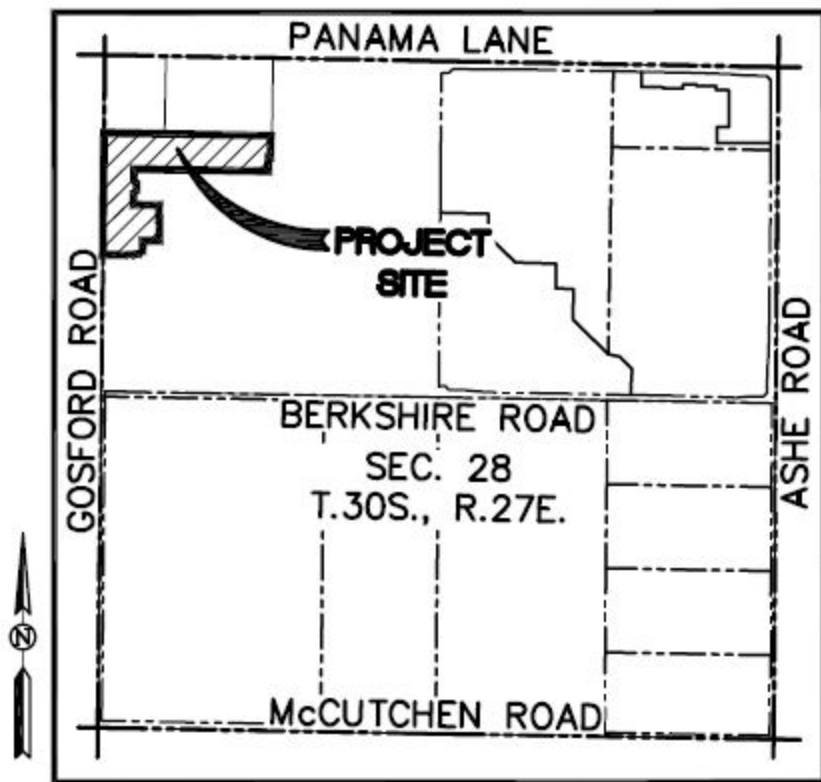
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 5 OF 5 SHEETS

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/23/18	UPDATED MAP PER PHASE MAP/ADD'L LOTS	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT

DONE BY: MVW
DATE: 08/28/17
JOB No. 13-099.01
FILE: 1309901FM01A



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements q.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/13/2019
WARD: Ward 5
SUBJECT: Final Map and Improvement Agreement with Castle & Cooke (Developer) for Tract 7302, Unit 1 located South of Ming Ave. and East of Highgate Park Blvd.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7302 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Castle & Cooke wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
 PVT IMP AGR Tr 7301 unit 1	Backup Material

- Final Map Tr 7302 unit 1
- Vicinity map Tr 7302 unit 1

Backup Material
Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7302 Unit-1

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and Castle & Cooke California Inc., a California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7302 Unit 1 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein,

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on August 04, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC").**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.
- 4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.
- 4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.
5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.
6. **IMPROVEMENT SECURITY.**
- 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:
- 6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;
- 6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and
- 6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.
- 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:
- 6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;
- 6.2.2. Cash deposited with City; or

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

- 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
 - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
 - 7.1.3. Developer has abandoned any of the work on the Improvements;
 - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 7.1.7. Developer or owner of the Project transfers ownership of the Project.
- 7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 7.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

- 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
- 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.
- 10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by City in writing.

- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. **MISCELLANEOUS.**

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 12.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: CASTLE & COOKE CALIFORNIA, INC.
P.O. Box 11165
Bakersfield, California 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties

are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.

Developer is a corporation? Yes x No
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Castle & Cooke California, Inc.

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

RICHARD IGER

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion

Exhibit B – Required Security

Exhibit C – Engineer's Estimate

Exhibit D – Security

Exhibit E – Insurance

By: _____

Print Name: Scott R Thayer

Title: SVP

By: _____

Print Name: Ava Whitaker

Title: PRESIDENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 7, 2019 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT B
Required Security

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT C
Engineer's Estimate

BOND ESTIMATE
for City of Bakersfield Tracts
 Tract 7302 Unit 1

Date: 7/15/2019
 Job No: 6811.25
 Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Tract 7302 Unit 1					
Storm Drain Improvements					
1.	24" Storm Drain (RGJ-RCP)	641	lf	105.00	67,305
2.	Type A Catch Basins	1	ea	5000.00	5,000
3.	Manhole	2	ea	4000.00	8,000
	Sub-Total				80,305
Sewer Improvements					
4.	6" Sewer Line	100	lf	50.00	5,000
5.	8" Sewer Line	806	lf	55.00	44,330
6.	4" Laterals	897	lf	30.00	26,910
7.	Clean-outs, 6"	1	ea	650.00	650
8.	Standard Manhole, 6' to 8'	3	ea	2600.00	7,800
	Sub-Total				84,690
Water Improvements					
9.	1" Water Service	25	ea	1100.00	27,500
10.	8" Waterline	927	lf	35.00	32,445
11.	6" Fire Hydrant Assembly	2	ea	4000.00	8,000
12.	Tie-in to existing line	3	ea	1100.00	3,300
13.	2" Blow-off Assemblies	1	ea	1200.00	1,200
	Sub-Total				72,445
Street Improvements					
14.	A.C. Paving	381	tns	100.00	38,100
15.	Aggregate Base (Class 2)	389	cy	70.00	27,230
16.	Roadway Subgrade Preparation	487	cy	25.00	12,175
17.	Concrete Parking	9,966	sf	9.00	89,694
18.	Concrete Parking Subgrade Preparation	185	cy	25.00	4,625
19.	6" Curb & Gutter	607	lf	25.00	15,175
20.	6" Concrete Curb	1,349	lf	20.00	26,980
21.	Sidewalk (4" thick)	10,033	sf	6.00	60,198
22.	Street Lights - COB Standard	4	ea	6000.00	24,000
23.	Survey Monument & Encasement	5	ea	750.00	3,750
24.	Saw Cut	40	lf	3.00	120
	Sub-Total				302,047
TOTAL IMPROVEMENTS:					539,487
20 % Contingency:					107,897
ENFORCEMENT COST					15,000
TOTAL IMPROVEMENT BOND:					662,384
50% LABOR BOND:					331,192

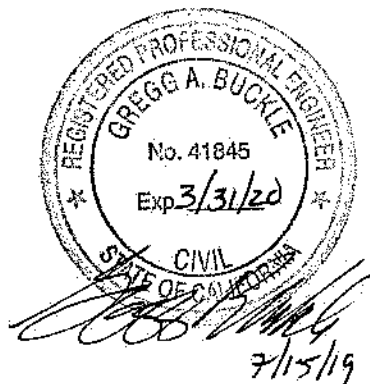


EXHIBIT C

EXHIBIT D
Security

City of Bakersfield
PERFORMANCE BOND

Bond No: LICX1190510
Premium: \$15,897.00
Effective Date: 11/11/2019

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Highgate Shires Tract 7302 Unit 1. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$662,384.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 8, 2019.

PRINCIPAL
Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: [Signature]

Its: President

SURETY
Lexon Insurance Company

By: [Signature]

Its: Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 12, 2019 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On November 8, 2019 before me, Kristopher Pisano, Notary Public

personally appeared Joshua Sanford

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kristopher Pisano Notary Public Signature

KRISTOPHER PISANO
NOTARY PUBLIC - CT 179836
MY COMMISSION EXPIRES SEPT. 30, 2024

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____
- Lexon Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

POWER OF ATTORNEY

Bond #: LICX1190510

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Joshua Sanford its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 8th Day of November, 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

City of Bakersfield

LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Highgate Shires Tract 7302 Unit 1 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$ 331,192.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on November 8, 2019.

PRINCIPAL

Castle & Cooke California, Inc.

By: _____

Its: SVP

SURETY

Lexon Insurance Company

By: _____

Joshua Sanford

Its: Attorney-in-Fact

By: _____

Its: President



seal

EXHIBIT D

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

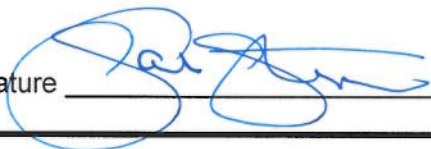
On November 12, 2019 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On November 8, 2019 before me, Kristopher Pisano, Notary Public
Date Name and Title of Notary

personally appeared Joshua Sanford
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kristopher Pisano
Notary Public Signature

KRISTOPHER PISANO
NOTARY PUBLIC - CT 179836
MY COMMISSION EXPIRES SEPT. 30, 2024

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

POWER OF ATTORNEY

Bond #: LICX1190510

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: **Joshua Sanford** its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 8th Day of November, 2019.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT D

EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles.CertRequest@marsh.com /F: 212-948-0535 CN101262824-Castl-GAUW-19-20	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA		19445
	INSURER B: Allied World Assurance Company (U.S.) Inc.		19499
	INSURER C: Various - See Attached		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** LOS-002453098-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 6862461	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5320325	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0310-4072	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Various (See Additional Page)	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Regents Tract 7302 Unit 1a

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an Additional Insured (except workers compensation) where required by executed written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Jacqueline Perchik

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional WC policies:

POLICY NUMBER (1): WC 020608536 (AOS) New Hampshire Ins. Co.

POLICY NUMBER (2): WC 020608537 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.

POLICY NUMBER (3): WC 020608538 (FL) Illinois National Ins. Co.

POLICY NUMBER (4): WC 020608535 (CA) American Home Assurance Co.

Term: 10/31/2019 to 10/31/2020

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:

WC Statutory Limits:

\$1,000,000 E.L. Each Accident

\$1,000,000 E.L. Disease - Ea Employee

\$1,000,000 E.L. Disease - Policy Limit

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2019, forms a part of

policy No. GL 6862461 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products/completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2019 forms a part of Policy No. WC 020-60-8535

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

EXHIBIT E

TRACT No. 7302-UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF LOT 1 OF LOT LINE ADJUSTMENT No. 19-0285 PER CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 6, 2019
AS DOCUMENT No. 219148159 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHWEST
QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 25 RESIDENTIAL LOTS AND 2 PRIVATE STREET LOTS
7.98 ACRES GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" & LOT "B" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A" & LOT "B".

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENT FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIP OF LAND LYING DIRECTLY ADJACENT TO THE SOUTH LINE OF LOT 18, 32' FEET IN WIDTH, BOUNDED BY UNIT BOUNDARY LINE.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

Laura Whitaker
LAURA WHITAKER, PRESIDENT

Scott R. Thayer
SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT No. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT No. 217087272 AND THE AMENDMENT THERETO RECORDED JULY 1, 2019 AS DOCUMENT No. 219077163 ALL OF OFFICIAL RECORDS.

Concetta Sabahi
NAME CONCETTA SABAH
TITLE VICE PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Kern)

ON November 7, 2019 BEFORE ME, Charlotte L. Jones, A
NOTARY PUBLIC, PERSONALLY APPEARED Laura Whitaker and Scott R. Thayer, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Charlotte L. Jones

PRINTED NAME: Charlotte L. Jones MY COMMISSION EXPIRES: Oct. 5, 2021

MY COMMISSION IS IN THE COUNTY OF Kern MY COMMISSION I.D. NO. 2212962

NOTES

SEE SHEET 3 FOR VICINITY MAP AND SOILS NOTE.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC
PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7302-UNIT 1 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER DOCUMENT No. 217141263 OF OFFICIAL RECORDS.

VINTAGE PRODUCTION CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.
--	--

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

ON November 9, 2019 BEFORE ME, Evelyn T. Castro, A
NOTARY PUBLIC, PERSONALLY APPEARED Concetta Sabahi, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Evelyn T. Castro

PRINTED NAME: Evelyn T. Castro MY COMMISSION EXPIRES: 7-1-2021

MY COMMISSION IS IN THE COUNTY OF Los Angeles MY COMMISSION I.D. NO. 22 000 81

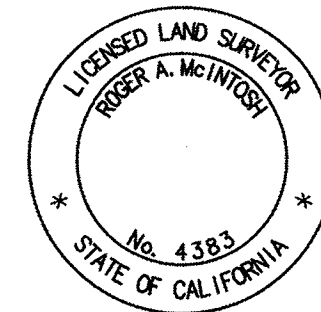
SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Roger A. McIntosh
ROGER A. MCINTOSH

L.S. No. 4383

11/7/2-19
DATE



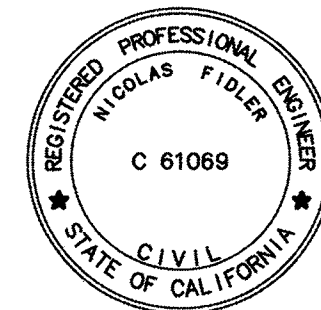
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE _____

CITY ENGINEER'S STATEMENT

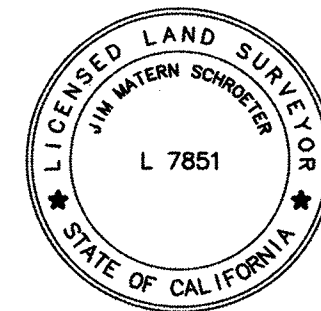
I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 DATE _____

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 DATE _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 25 RESIDENTIAL LOTS AND 2 PRIVATE STREET LOTS
7.98 GROSS ACRES

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

1. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED JULY 21, 2015 AS DOC. No. 0215095539 O.R.

EASEMENT LEGEND

- ① 4' WIDE PRIVATE SIDEWALK EASEMENT DEDICATED BY SEPARATE INSTRUMENT.

AN EASEMENT IN FAVOR OF PACIFIC GAS & ELECTRIC CO. PER DOC. No. 217141263 O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

SEE SHEET 3

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO.'S 7256-UNIT 1, 7257-UNIT 2, 7299-UNIT 1 AND LOT LINE ADJUSTMENT NO. 19-0285 AND THIS TRACT IS RECORD SAME AS MEASURED.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

[Signature]



RECORDER'S STATEMENT:

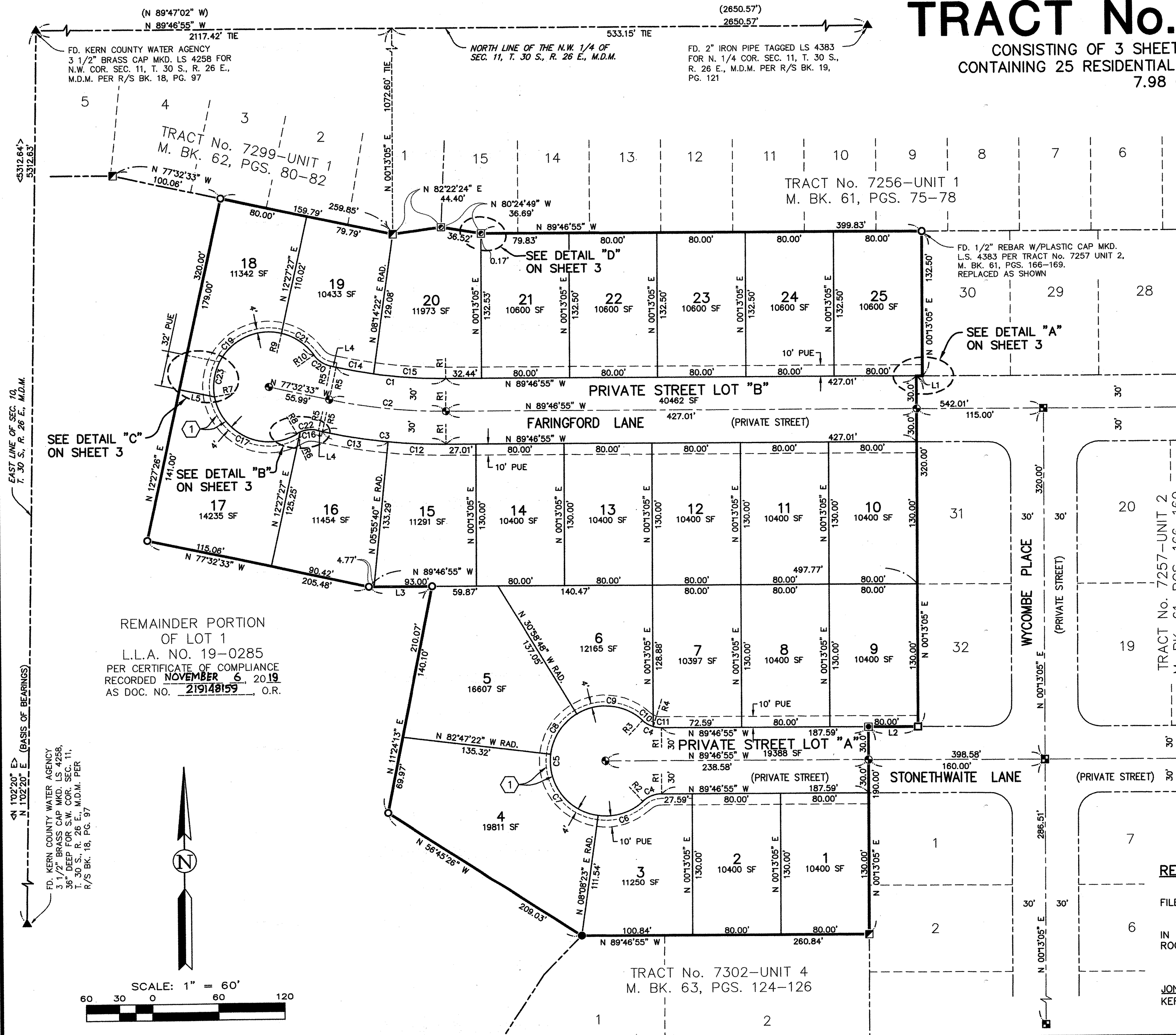
FILED THIS _____ DAY OF _____, 20____, AT _____, M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____ (DEPUTY)

SHEET 2 OF 3 SHEETS



TRACT No. 7302-UNIT 1

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 25 RESIDENTIAL LOTS AND 2 PRIVATE STREET LOTS
7.98 GROSS ACRES

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- SET PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
- ▣ FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7256 UNIT 1, M. BK. 61, PGS. 75-78
- ▣ FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7257 UNIT 2, M. BK. 61, PGS. 166-169
- ▣ FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7257 UNIT 2, M. BK. 61, PGS. 166-169
- ▣ FOUND PENNY BRASS TAG MARKED L.S. 4383 ON CONC.
PER TRACT No. 7257 UNIT 2, M. BK. 61, PGS. 166-169
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7302 UNIT 4, M. BK. 63, PGS. 124-126
- () RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY
BOOK 19, PAGE 121
- < > RECORD AND/OR CALC'D. BEARING AND/OR DISTANCE PER RECORD
OF SURVEY No. 2918, BOOK 25, PAGE 49

ABBREVIATIONS

- | | |
|---|------------------------------|
| FD. FOUND | DOC. DOCUMENT |
| CL CENTERLINE | No. NUMBER |
| L.H. LAMP HOLE | M. MAP |
| CONC. CONCRETE | R/S RECORD OF SURVEY |
| MON. MONUMENT | BK. BOOK |
| B.C. BRASS CAP | PG. PAGE |
| I.P. IRON PIPE | O.R. OFFICIAL RECORDS |
| L.S. LAND SURVEYOR | T. 30 S. TOWNSHIP 30 SOUTH |
| SEC. SECTION | R. 26 E. RANGE 26 EAST |
| COR. CORNER | M.D.M. MOUNT DIABLO MERIDIAN |
| RAD. RADIAL | SF SQUARE FEET |
| PUE PUBLIC UTILITIES EASEMENT | AC. ACRES |
| L1 LINE NUMBER FOR DATA
(SEE LINE TABLE) | |
| C1 CURVE NUMBER FOR DATA
(SEE CURVE TABLE) | |
| R1 RADIAL NUMBER FOR DATA
(SEE RADIAL TABLE) | |

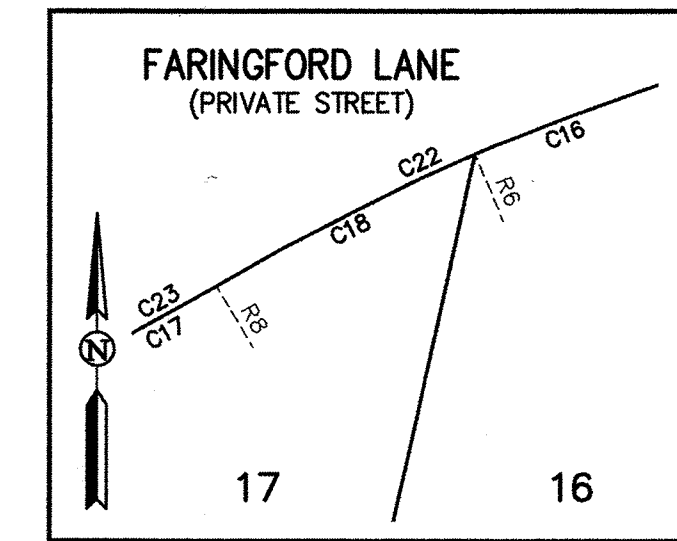
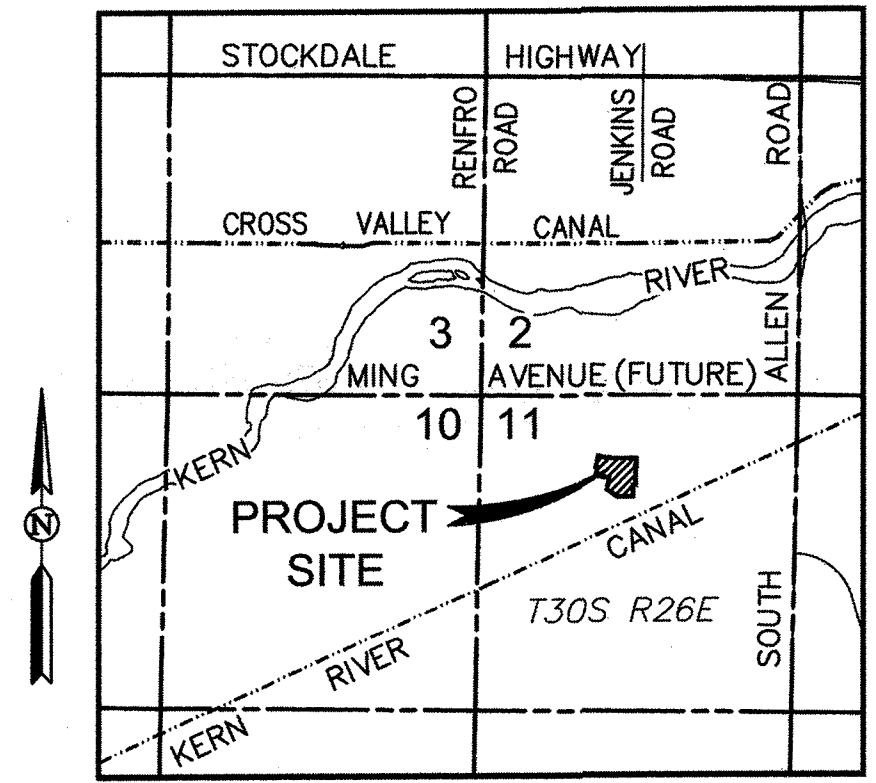
SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

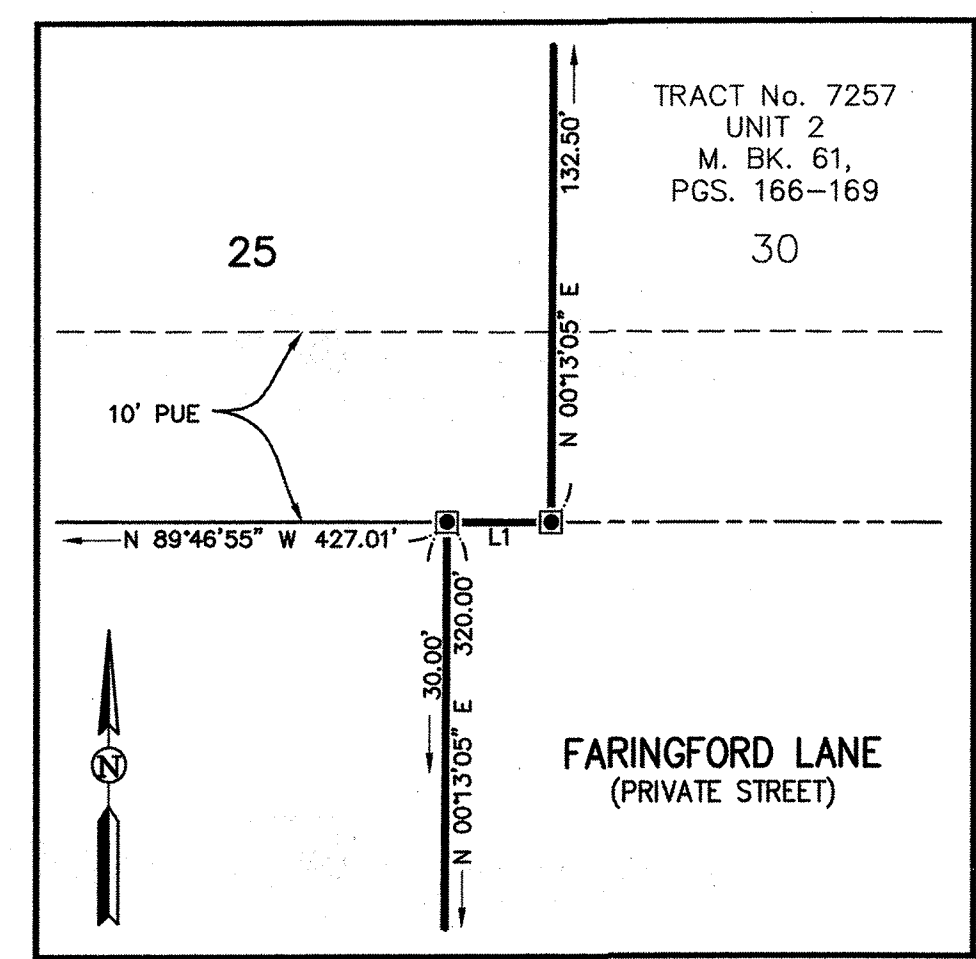
CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	470.00'	100.40'	50.39'	12°14'22"
C2	500.00'	106.81'	53.61'	12°14'22"
C3	530.00'	113.22'	56.83'	12°14'22"
C4	25.00'	18.69'	9.81'	42°50'00"
C5	50.00'	231.84'	53.93'	265°40'01"
C6	50.00'	44.29'	23.72'	50°45'19"
C7	50.00'	77.73'	49.20'	89°04'15"
C8	50.00'	45.21'	24.28'	51°48'34"
C9	50.00'	64.60'	37.70'	74°01'53"
C10	25.00'	11.16'	5.68'	25°35'09"
C11	25.00'	7.53'	3.79'	17°14'51"
C12	530.00'	52.82'	26.43'	5°42'35"
C13	530.00'	60.40'	30.23'	6°31'46"
C14	470.00'	34.60'	17.31'	4°13'05"
C15	470.00'	65.80'	32.95'	8°01'17"
C16	25.00'	15.66'	8.10'	35°53'36"
C17	50.00'	96.43'	72.07'	110°29'59"
C18	25.00'	3.03'	1.52'	6°56'25"
C19	50.00'	99.31'	76.69'	113°47'44"
C20	25.00'	18.69'	9.81'	42°50'00"
C21	50.00'	36.10'	18.88'	41°22'18"
C22	25.00'	18.69'	9.81'	42°50'00"
C23	50.00'	231.84'	53.93'	265°40'01"
C24	50.00'	32.64'	16.93'	37°24'13"

RADIAL TABLE	
RADIAL	BEARING
R1	N 0°13'05" E
R2	N 42°36'56" W
R3	N 43°03'05" E
R4	N 17°27'56" E
R5	N 12°27'27" E
R6	N 23°26'09" W
R7	N 80°07'25" E
R8	N 30°22'34" W
R9	N 13°55'09" E
R10	N 55°17'27" E
R11	N 62°28'21" W

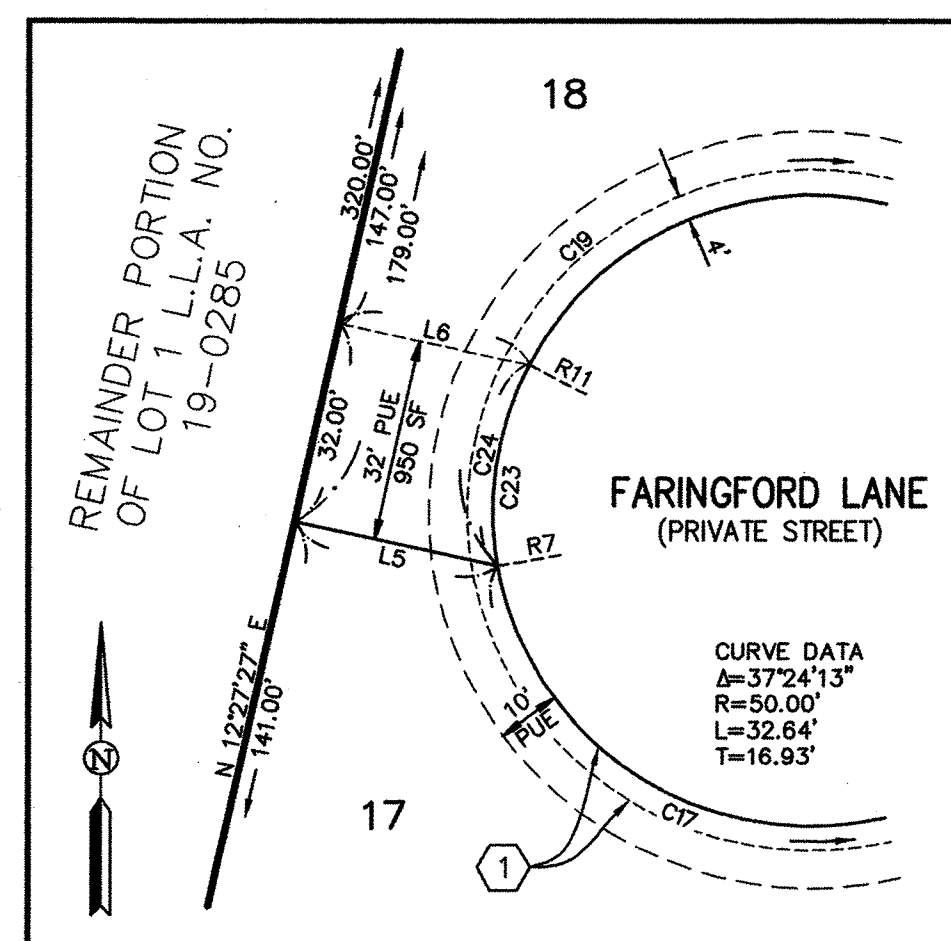
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°46'55" W	5.43'
L2	N 89°46'55" W	45.00'
L3	N 89°46'55" W	57.43'
L4	N 77°32'33" W	5.00'
L5	N 77°32'33" W	32.47'
L6	N 77°32'33" W	30.44'



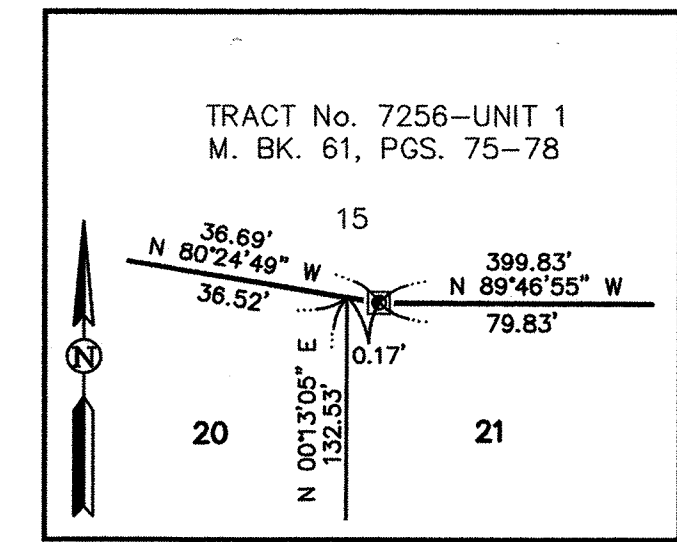
DETAIL "B"
SCALE: 1"=2'



DETAIL "A"
SCALE: 1"=10'



DETAIL "C"
SCALE: 1"=30'



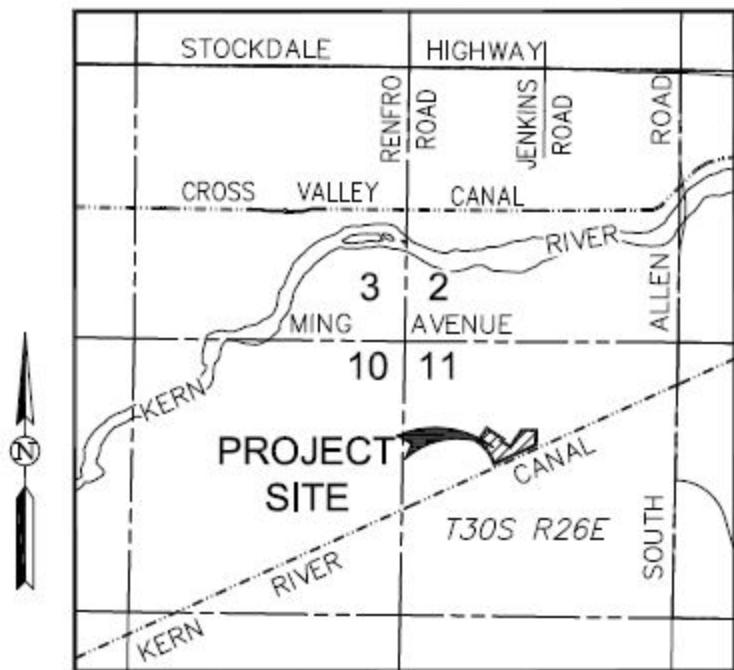
DETAIL "D"
SCALE: 1"=2'

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____, M.

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER
BY: _____ (DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements r.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Final Map and Improvement Agreement with Castle & Cooke for Tract 7302, Unit- 2 located South of Ming Ave. and East of Highgate Park Blvd.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7302 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Castle & Cooke, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Improvement Agreement 19-137 for Unit 4 of tract 7302 contained a security in the amount of the sum total of the improvements for Unit 2 and Unit 3. These improvements for Unit 2, Unit 3 and Unit 4 are required to be completed before any Certificates of Occupancy will be allowed in any of these units. Upon completion of these Improvements a Notice of Completion will be recorded and certificates of occupancy may be granted.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
▣ PVT IMP AGR Tract 7320 Unit 2	Agreement

- Final Map Tract 7302 Unit 2
- Vicinity Map Tract 7302 Unit 2

Backup Material
Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7302 Unit-2

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and Castle & Cooke California Inc., a California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7302 Unit 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on August 04, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC")**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.
- 4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.
- 4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

- 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
 - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
 - 7.1.3. Developer has abandoned any of the work on the Improvements;
 - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 7.1.7. Developer or owner of the Project transfers ownership of the Project.
- 7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 7.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons; property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons; property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. **MISCELLANEOUS.**

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 12.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: CASTLE & COOKE CALIFORNIA, INC.
P.O. Box 11165
Bakersfield, California 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties

are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

- 12.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.
Developer is a corporation? Yes x No _____
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Castle & Cooke California, Inc.

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

Print Name: Scott R Thayer

Title: SVP

By: _____

Print Name: Laura Whitaker

Title: President

By: _____

RICHARD IGER

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion

Exhibit B – Required Security

Exhibit C – Engineer's Estimate

Exhibit D – Security

Exhibit E – Insurance

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern)

On November 7, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ **Phase No.** _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK NA Checklist item

		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Note:
Security Bonds with Tract 7203 Unit 4
Improvement Agreement 19-137

EXHIBIT B

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements; in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	<p>18 months after recordation of the NOC of the Improvements</p>

**Refer to Tract 7302 Unit-4
Improvement Agreement 19-137**

EXHIBIT C

Engineer's Estimate

**Refer to Tract 7302 Unit-4
Improvement Agreement 19-137**

**EXHIBIT D
Security**

EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #04371533 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Cast-GAUW-19-20	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA 19445 INSURER B: Allied World Assurance Company (U.S.) Inc. 19489 INSURER C: Various - See Attached INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:**

LOS-002453097-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6862461	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5320325	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0310-4072	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Various (See Additional Page)	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Regents Tract 7302 Unit 21:

It:

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an Additional Insured (except workers compensation) where required by executed written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Casile & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:

POLICY NUMBER (1): WC 020608536 (AOS) New Hampshire Ins. Co.

POLICY NUMBER (2): WC 020608537 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.

POLICY NUMBER (3): WC 020608538 (FL) Illinois National Ins Co.

POLICY NUMBER (4): WC 020608535 (CA) American Home Assurance Co.

Term: 10/31/2019 to 10/31/2020

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:

WC Statutory Limits

\$1,000,000 E.L. Each Accident

\$1,000,000 E.L. Disease - Ea Employee

\$1,000,000 E.L. Disease - Policy Limit

ENDORSEMENT

This endorsement, effective 12:01 A.M. ~~10/31/2019~~ forms a part of

policy No. GL 6862461 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

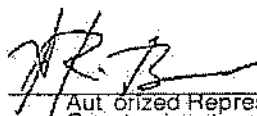
SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2019 forms a part of Policy No. WC 020-60-8535

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

EXHIBIT E

TRACT No. 7302-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF THE REMAINDER PORTION OF LOT 1 OF LOT LINE ADJUSTMENT NO. 19-0285 PER CERTIFICATE
OF COMPLIANCE RECORDED NOVEMBER 6, 2019 AS DOCUMENT No. 219148159 OF OFFICIAL RECORDS, IN THE
OFFICE OF THE KERN COUNTY RECORDER;
ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M.,
IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 21 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 3 PRIVATE LANDSCAPE LOTS AND 1 DRAINAGE BASIN LOT
12.36 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES OVER, ON, AND UNDER LANDSCAPE LOTS "C", "D" AND "E", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY TO BAKERSFIELD, AN EASEMENT FOR SEWER LINE PURPOSES OVER, ON AND UNDER A PORTION OF LOT "C", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, A FLOWAGE AND DRAINAGE EASEMENT FOR SUMP LOT "B", ON, UNDER AND OVER THAT CERTAIN AREA AS DESIGNATED UPON THIS MAP, SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

Laura Whitaker
LAURA WHITAKER, PRESIDENT

Scott R. Thayer
SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT No. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT No. 217087272 AND THE AMENDMENT THERETO RECORDED JULY 1, 2019 AS DOCUMENT No. 219077163 ALL OF OFFICIAL RECORDS.

Courtney Sabahi
NAME: COURTNEY SABAH
TITLE: VICE PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Kern)
ON November 7, 2019 BEFORE ME, Charlotte L. Jones, A
NOTARY PUBLIC, PERSONALLY APPEARED Laura Whitaker and Scott R. Thayer WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Charlotte L. Jones

PRINTED NAME: Charlotte L. Jones MY COMMISSION EXPIRES: Oct. 5, 2021

MY COMMISSION IS IN THE COUNTY OF Kern MY COMMISSION I.D. NO. 2212962

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)
ON November 9, 2019 BEFORE ME, Evelyn T. Castro, A
NOTARY PUBLIC, PERSONALLY APPEARED Courtney Sabahi, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Evelyn T. Castro

PRINTED NAME: Evelyn T. Castro MY COMMISSION EXPIRES: 7-1-2021

MY COMMISSION IS IN THE COUNTY OF Los Angeles MY COMMISSION I.D. NO. 2200081

NOTES

SEE SHEET 2 FOR SOILS NOTE AND SEE SHEET 4 FOR VICINITY MAP.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC
PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7302-UNIT 2 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
CITY OF BAKERSFIELD	EASEMENT HOLDER PER DOCUMENT No. 0215030221 AND RE-RECORDED AS DOCUMENT No. 0215118438 BOTH OF OFFICIAL RECORDS.
CITY OF BAKERSFIELD	EASEMENT HOLDER PER DOCUMENT No. 0219089586 OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 1670, PAGE 208, DOCUMENT No. 0203148941, AND DOCUMENT No. 217141263 ALL OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Roger A. McIntosh
ROGER A. MCINTOSH
L.S. No. 4383

11-12-19
DATE



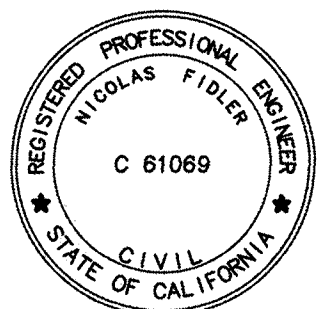
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE _____

CITY ENGINEER'S STATEMENT

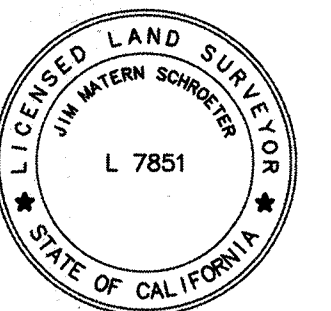
I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 DATE _____

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 DATE _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. MCINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

TRACT No. 7302-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 21 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 3 PRIVATE LANDSCAPE LOTS AND 1 DRAINAGE BASIN LOT
12.36 GROSS ACRES

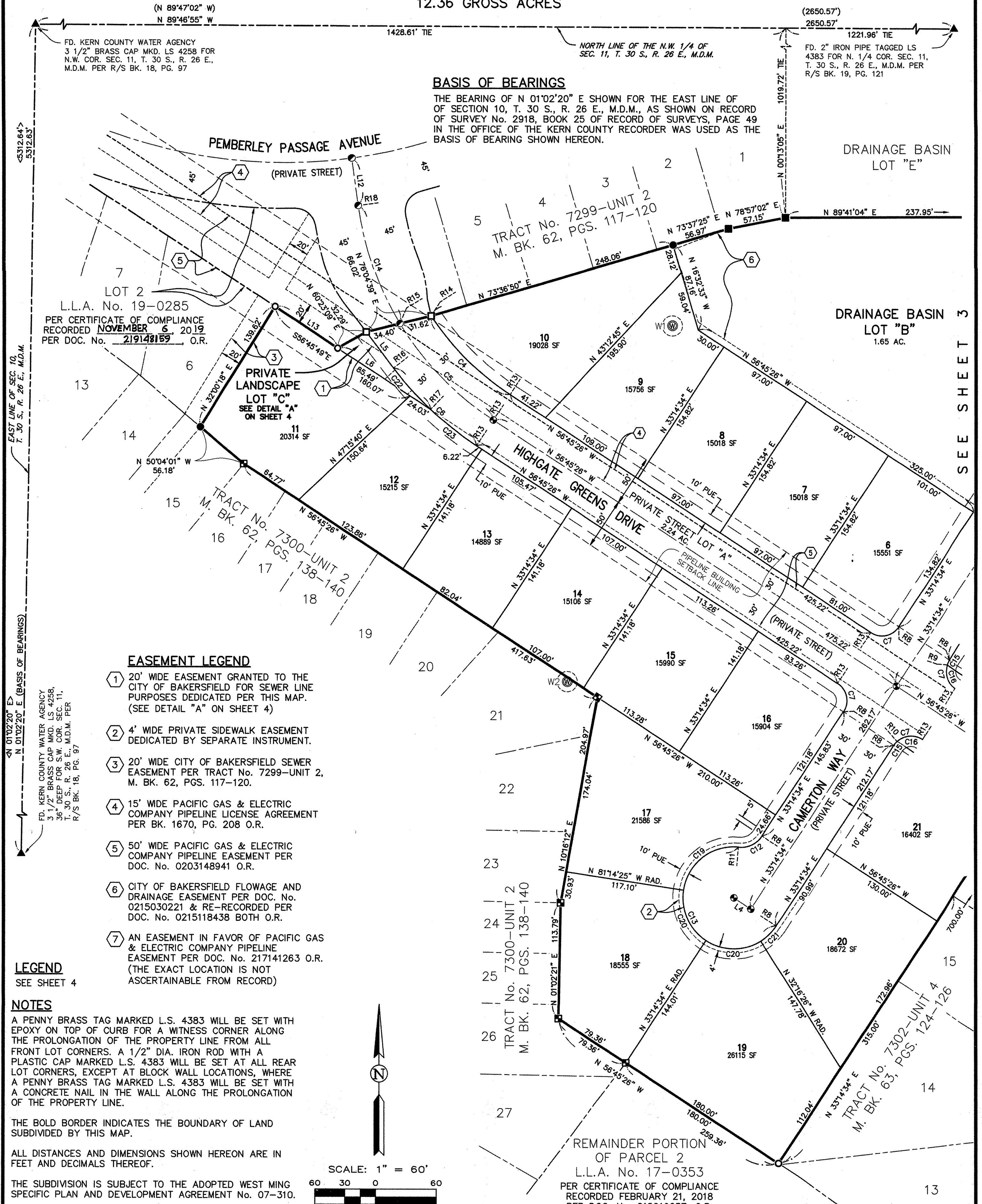
FD. KERN COUNTY WATER AGENCY
3 1/2" BRASS CAP MKD. LS 4258 FOR
N.W. COR. SEC. 11, T. 30 S., R. 26 E.,
M.D.M. PER R/S BK. 18, PG. 97

NORTH LINE OF THE N.W. 1/4 OF
SEC. 11, T. 30 S., R. 26 E., M.D.M.

FD. 2" IRON PIPE TAGGED LS
4383 FOR N. 1/4 COR. SEC. 11,
T. 30 S., R. 26 E., M.D.M. PER
R/S BK. 19, PG. 121

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF
OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD
OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49
IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE
BASIS OF BEARING SHOWN HEREON.



EASEMENT LEGEND

- 20' WIDE EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR SEWER LINE PURPOSES DEDICATED PER THIS MAP. (SEE DETAIL "A" ON SHEET 4)
- 4' WIDE PRIVATE SIDEWALK EASEMENT DEDICATED BY SEPARATE INSTRUMENT.
- 20' WIDE CITY OF BAKERSFIELD SEWER EASEMENT PER TRACT No. 7299-UNIT 2, M. BK. 62, PGS. 117-120.
- 15' WIDE PACIFIC GAS & ELECTRIC COMPANY PIPELINE LICENSE AGREEMENT PER BK. 1670, PG. 208 O.R.
- 50' WIDE PACIFIC GAS & ELECTRIC COMPANY PIPELINE EASEMENT PER DOC. No. 0203148941 O.R.
- CITY OF BAKERSFIELD FLOWAGE AND DRAINAGE EASEMENT PER DOC. No. 0215030221 & RE-RECORDED PER DOC. No. 0215118438 BOTH O.R.
- AN EASEMENT IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PIPELINE EASEMENT PER DOC. No. 217141263 O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

SEE SHEET 4

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 7299-UNITS 1 & 2, TRACT NO. 7300-UNIT 2, L.L.A. NO. 19-0285 AND THIS TRACT IS RECORD SAME AS MEASURED.

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

REMAINDER PORTION
OF PARCEL 2
L.L.A. No. 17-0353

PER CERTIFICATE OF COMPLIANCE
RECORDED FEBRUARY 21, 2018
PER DOC. No. 218019657, O.R.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

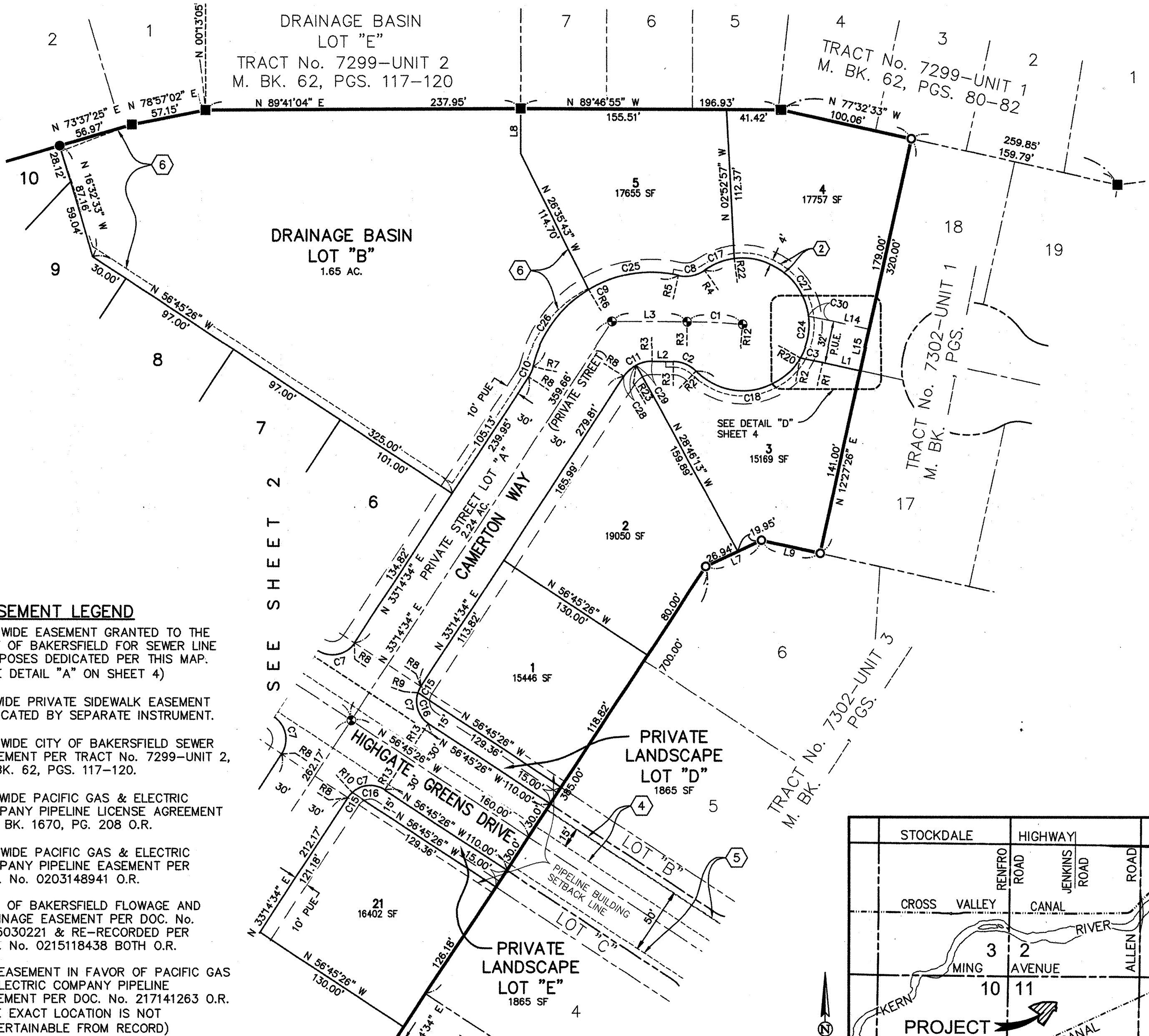
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 21 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 3 PRIVATE LANDSCAPE LOTS AND 1 DRAINAGE BASIN LOT
12.24 GROSS ACRES



EASEMENT LEGEND

- 20' WIDE EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR SEWER LINE PURPOSES DEDICATED PER THIS MAP. (SEE DETAIL "A" ON SHEET 4)
- 4' WIDE PRIVATE SIDEWALK EASEMENT DEDICATED BY SEPARATE INSTRUMENT.
- 20' WIDE CITY OF BAKERSFIELD SEWER EASEMENT PER TRACT No. 7299-UNIT 2, M. BK. 62, PGS. 117-120.
- 15' WIDE PACIFIC GAS & ELECTRIC COMPANY PIPELINE LICENSE AGREEMENT PER BK. 1670, PG. 208 O.R.
- 50' WIDE PACIFIC GAS & ELECTRIC COMPANY PIPELINE EASEMENT PER DOC. No. 0203148941 O.R.
- CITY OF BAKERSFIELD FLOWAGE AND DRAINAGE EASEMENT PER DOC. No. 0215030221 & RE-RECORDED PER DOC. No. 0215118438 BOTH O.R.
- AN EASEMENT IN FAVOR OF PACIFIC GAS & ELECTRIC COMPANY PIPELINE EASEMENT PER DOC. No. 217141263 O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

LEGEND

SEE SHEET 4

NOTES

SEE SHEET 2

BASIS OF BEARINGS

SEE SHEET 2

CURVE TABLE

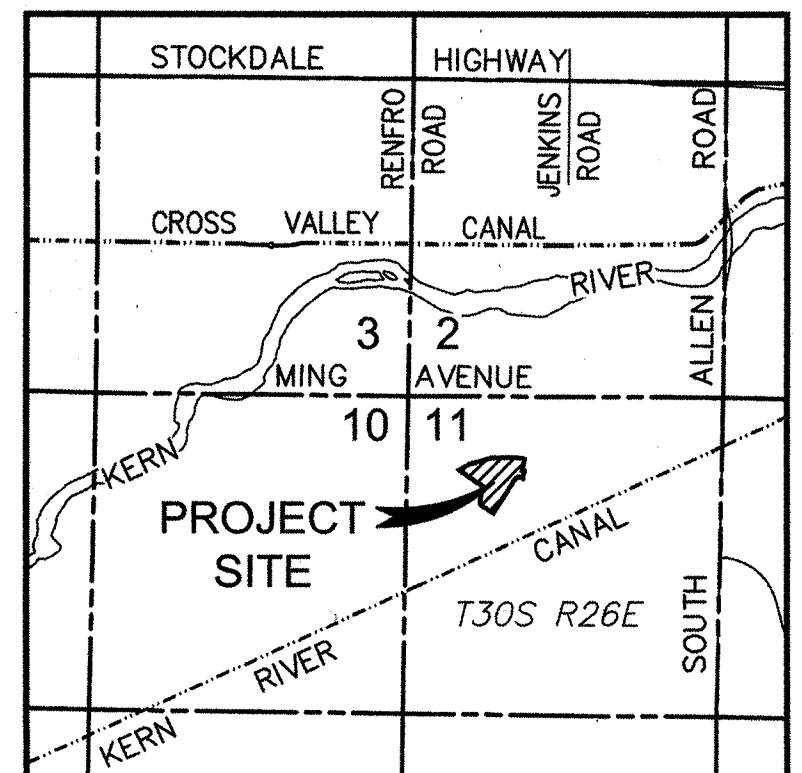
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	500.00'	42.05'	21.04'	004°49'05"
C2	25.00'	19.54'	10.30'	044°47'00"
C3	481.00'	16.92'	8.46'	002°00'57"
C4	270.00'	110.04'	55.79'	023°21'03"
C5	300.00'	132.82'	67.51'	025°21'57"
C6	330.00'	112.21'	56.65'	019°28'54"
C7	20.00'	31.42'	20.00'	090°00'00"
C8	25.00'	20.94'	11.13'	048°00'07"
C9	92.00'	143.46'	90.95'	089°20'30"
C10	25.00'	8.69'	4.39'	019°55'11"
C11	25.00'	24.86'	13.57'	056°58'30"
C12	25.00'	27.13'	15.08'	062°10'55"
C13	50.00'	211.34'	82.92'	242°10'55"
C14	300.00'	123.89'	62.84'	023°39'41"
C15	20.00'	5.05'	2.54'	014°28'39"
C16	20.00'	26.36'	15.49'	075°31'21"
C17	50.00'	24.43'	12.46'	027°59'47"
C18	50.00'	91.59'	65.11'	104°57'18"
C19	50.00'	75.63'	47.17'	086°39'54"
C20	50.00'	57.17'	32.17'	065°31'01"
C21	50.00'	21.37'	10.85'	024°28'59"
C22	330.00'	54.81'	27.47'	009°30'56"
C23	330.00'	57.40'	28.77'	009°57'58"
C24	50.00'	227.19'	59.23'	260°20'18"
C25	92.00'	70.00'	36.79'	043°35'50"
C26	92.00'	73.45'	38.81'	045°44'40"
C27	50.00'	111.17'	101.14'	127°23'13"
C28	25.00'	12.43'	6.35'	028°29'15"
C29	25.00'	12.43'	6.35'	028°29'15"
C30	513.00'	17.52'	8.76'	001°57'26"
C31	50.00'	32.58'	16.89'	037°19'51"

RADIAL TABLE

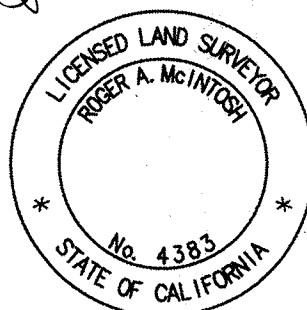
RADIAL	BEARING
R1	N 12°27'27" E
R2	N 10°26'30" E
R3	N 00°13'05" E
R4	N 35°20'13" W
R5	N 12°39'53" E
R6	N 30°55'57" W
R7	N 76°40'37" W
R8	N 56°45'26" W
R9	N 71°14'05" W
R10	N 42°16'47" W
R11	N 05°25'29" E
R12	S 05°02'10" W
R13	N 33°14'34" E
R14	N 56°35'38" E
R15	N 58°36'32" E
R16	N 52°43'29" E
R17	N 43°12'33" E
R18	N 82°16'13" E
R19	S 28°16'11" E
R20	N 59°57'13" W
R21	S 45°00'05" W
R22	S 07°20'26" E
R23	N 28°16'11" W
R24	N 82°42'56" E
R25	N 10°30'01" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 77°32'33" W	29.30'
L2	N 89°46'55" W	16.00'
L3	N 89°46'55" W	56.68'
L4	N 56°45'26" W	20.00'
L5	N 37°16'31" W	44.39'
L6	N 56°45'49" W	109.52'
L7	N 65°05'29" E	46.89'
L8	N 00°13'05" E	33.90'
L9	N 77°32'33" W	44.94'
L11	N 56°45'49" W	29.14'
L12	N 07°43'47" W	47.05'
L13	N 56°45'49" W	74.58'
L14	N 77°32'33" W	29.30'
L15	N 12°27'26" E	32.00'



VICINITY MAP
NO SCALE



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____, M.

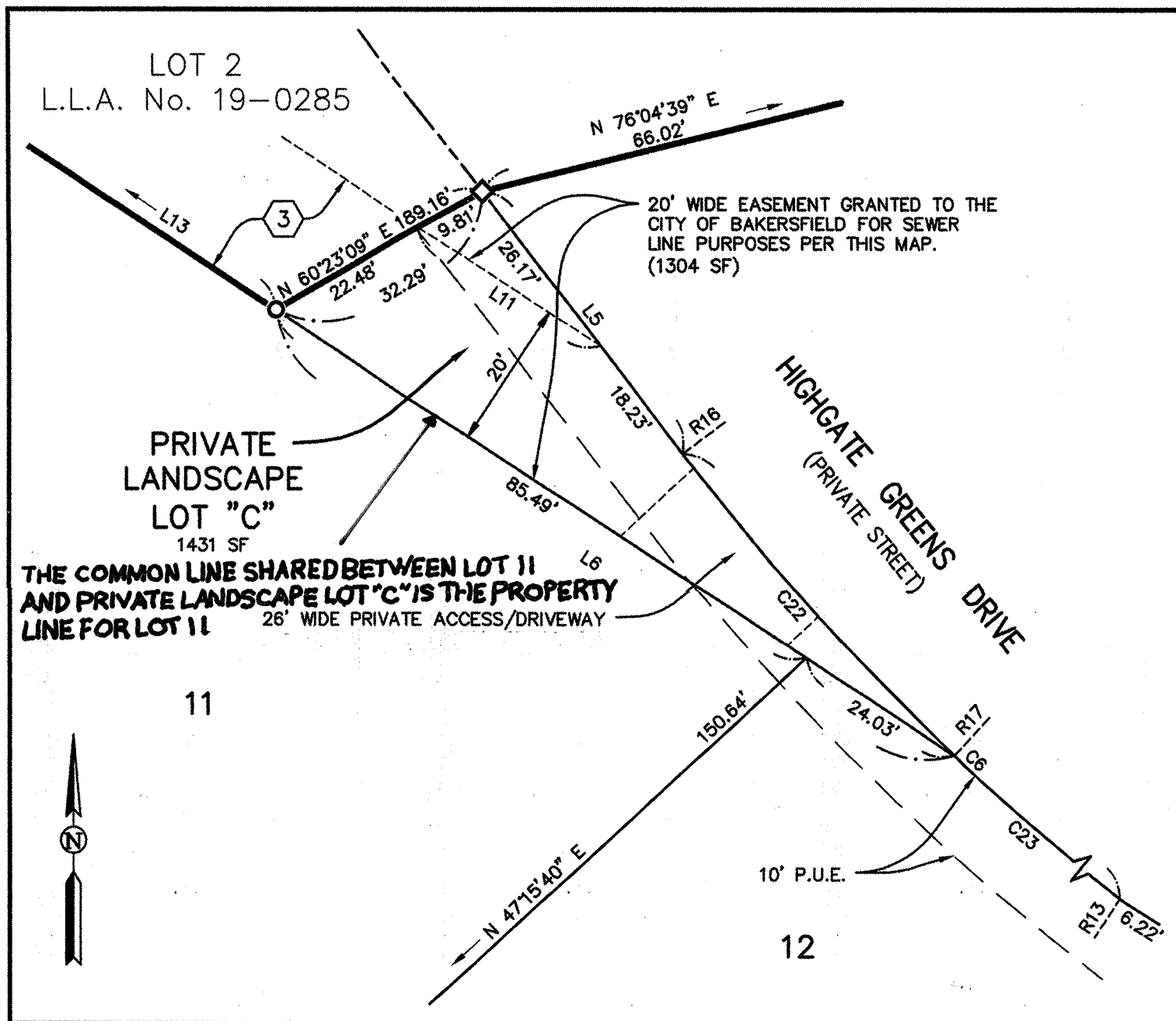
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 21 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 3 PRIVATE LANDSCAPE LOTS AND 1 DRAINAGE BASIN LOT
12.24 GROSS ACRES



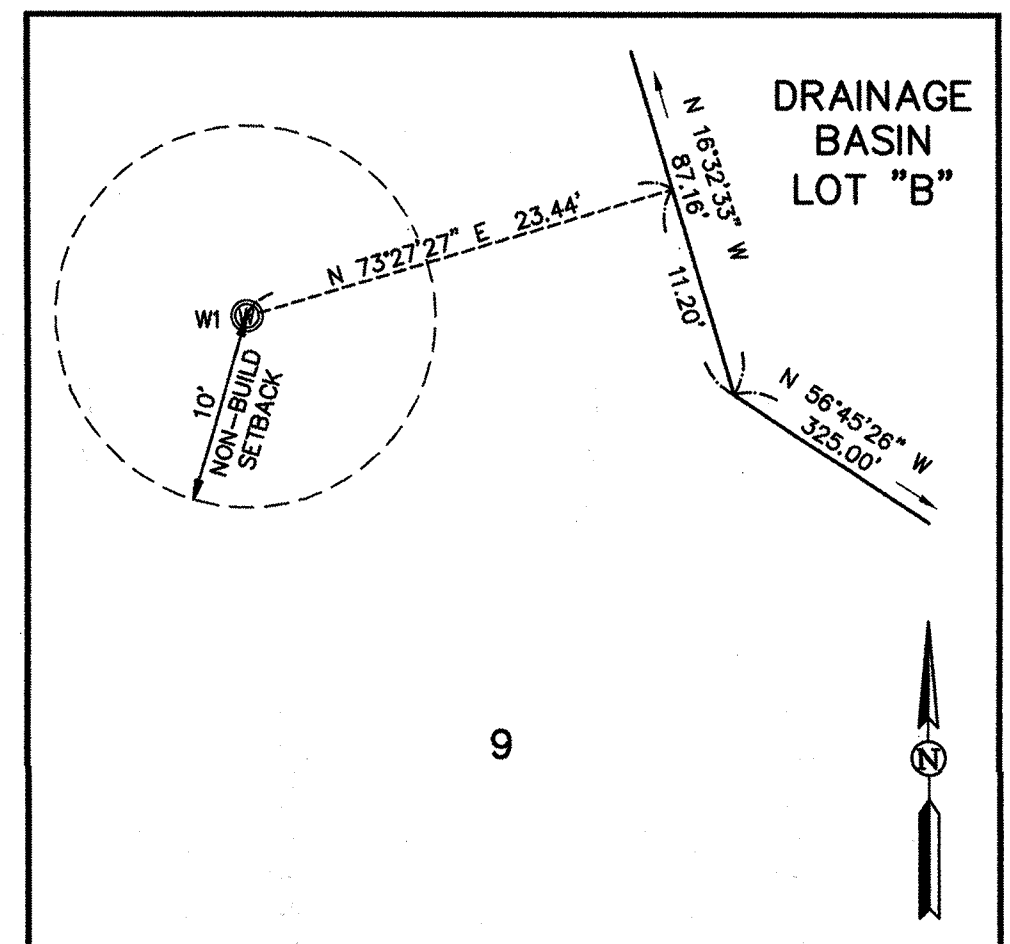
DETAIL "A"
SCALE: 1"=20'

LEGEND

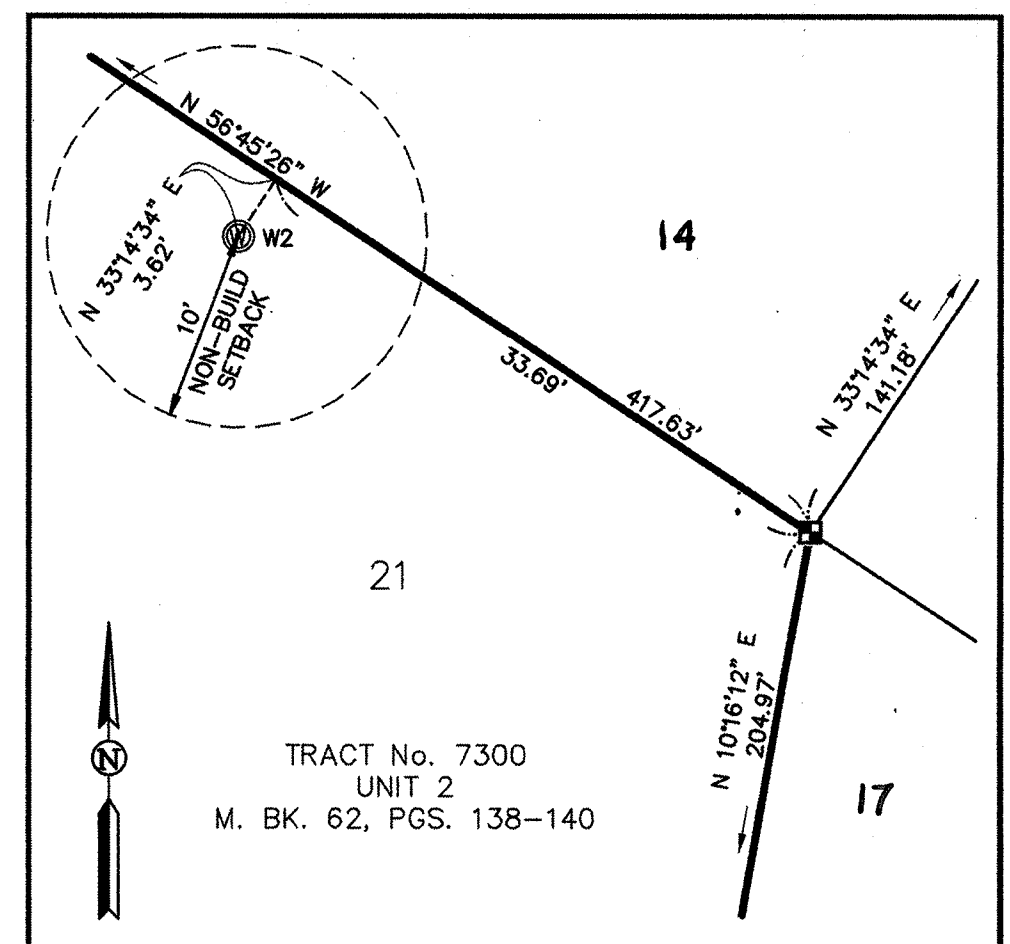
- ▲ FOUND MONUMENT AS DESCRIBED
- SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- ⊕ SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- SET PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7257 UNIT 2, M. BK. 61, PGS. 166-169.
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120.
- ⊙ FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120.
- FOUND PENNY BRASS TAG MARKED L.S. 4383 ON CONC.
PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120.
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7300 UNIT 2, M. BK. 62, PGS. 138-140.
- () RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY
BOOK 19, PAGE 121
- < > RECORD AND/OR CALC'D. BEARING AND/OR DISTANCE PER
RECORD OF SURVEY No. 2918, BOOK 25, PAGE 49
- W1 ⊙ NAHAMA & WEAGANT ENERGY CO. "RIVER BEND 1"
WITH 10' NON-BUILD SETBACK (PLUGGED & ABANDONED)
SEE DETAIL "B" HEREON
- W2 ⊙ NAHAMA & WEAGANT ENERGY CO. "SOUTH RIVER BEND 23X-11"
WITH 10' NON-BUILD SETBACK (PLUGGED & ABANDONED)
SEE DETAIL "C" HEREON

ABBREVIATIONS

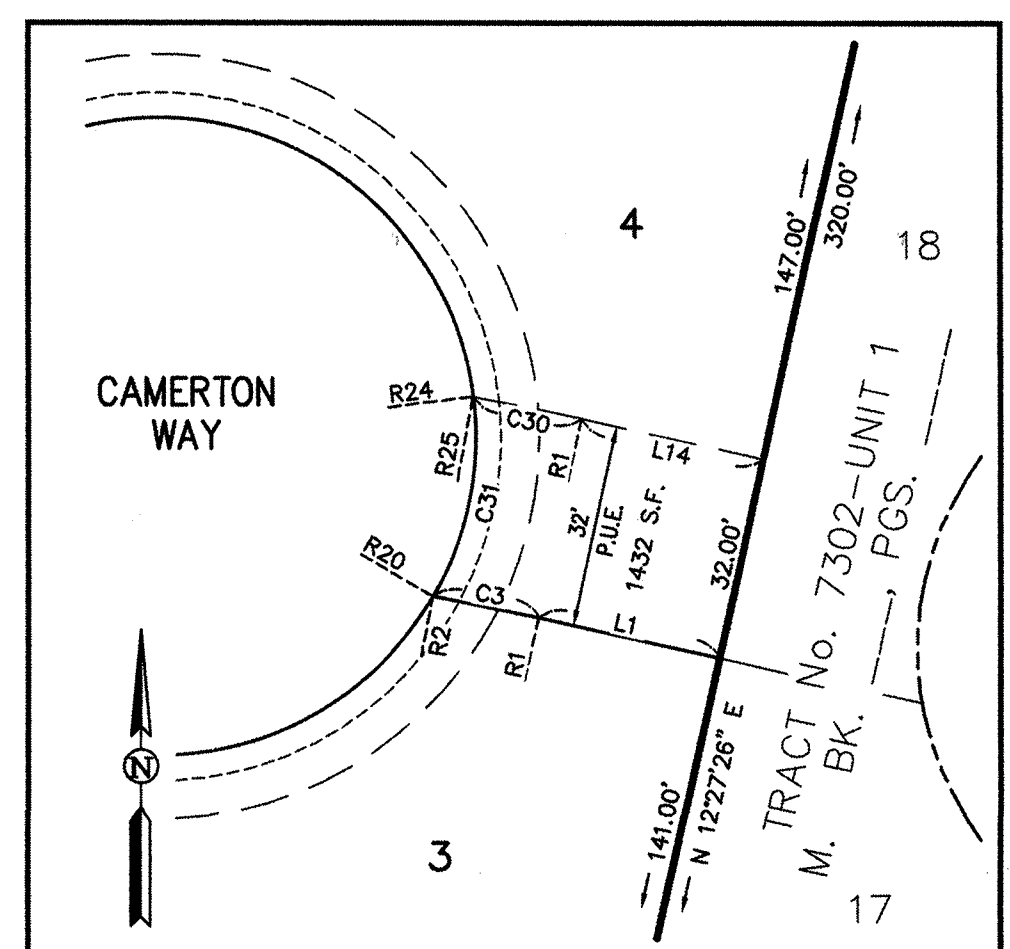
FD. FOUND	DOC. DOCUMENT
CL CENTERLINE	No. NUMBER
L.H. LAMPHOLE	M. MAP
CONC. CONCRETE	R/S RECORD OF SURVEY
MON. MONUMENT	BK. BOOK
B.C. BRASS CAP	PG. PAGE
I.P. IRON PIPE	O.R. OFFICIAL RECORDS
L.S. LAND SURVEYOR	T. 30 S. TOWNSHIP 30 SOUTH
SEC. SECTION	R. 26 E. RANGE 26 EAST
COR. CORNER	M.D.M. MOUNT DIABLO MERIDIAN
RAD. RADIAL	SF SQUARE FEET
PUE PUBLIC UTILITIES EASEMENT	AC. ACRES
L1 LINE NUMBER FOR DATA (SEE LINE TABLE ON SHEET 3)	
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE ON SHEET 3)	
R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE ON SHEET 3)	
② EASEMENT REFERENCE	



DETAIL "B"
SCALE: 1"=10'



DETAIL "C"
SCALE: 1"=10'



DETAIL "D"
SCALE: 1"=30'

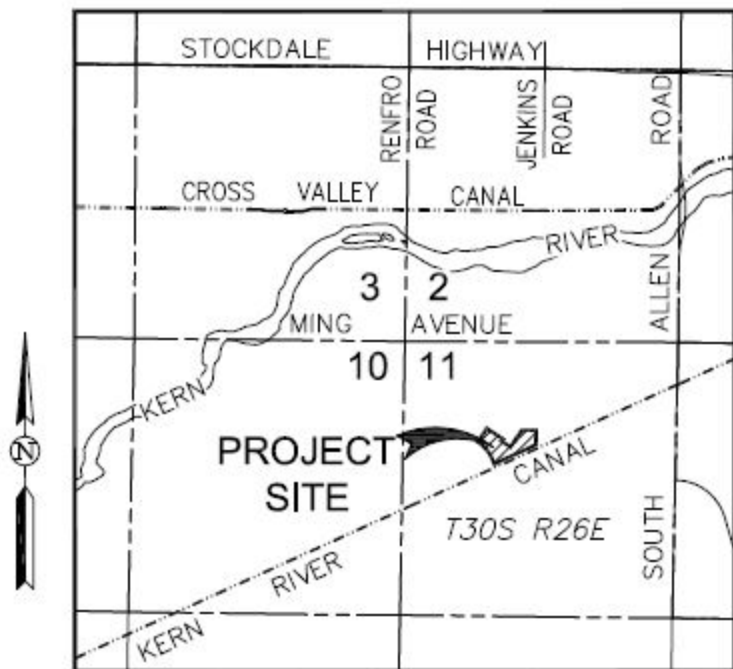
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____, M.

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements s.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Final Map and Improvement Agreement with Castle & Cooke for Tract 7302, Unit- 3 located, South of Ming Ave. and East of Highgate Park Blvd.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7302 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Castle & Cooke, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Improvement Agreement 19-137 for Unit 4 of tract 7302 contained a security in the amount of the sum total of the improvements for Unit 2 and Unit 3. These improvements for Unit 2, Unit 3 and Unit 4 are required to be completed before any Certificates of Occupancy will be allowed in any of these units. Upon completion of these Improvements a Notice of Completion will be recorded and certificates of occupancy maybe granted.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description

Type

- ▣ PVT IMP AGR. Tract 7302 Unit 3
- ▣ Final Map Tract 7302 Unit 3
- ▣ Vicinity Map Tract 7302 Uint 3

Agreement

Backup Material

Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7302 Unit-3

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and Castle & Cooke California Inc., a California Corporation authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7302 Unit 3 (the "Project"); under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on August 04, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC")**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.
- 4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.
- 4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

- 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
 - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
 - 7.1.3. Developer has abandoned any of the work on the Improvements;
 - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 7.1.7. Developer or owner of the Project transfers ownership of the Project.
- 7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 7.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

- 8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.

- 11.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5.** Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7.** Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 12.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: CASTLE & COOKE CALIFORNIA, INC.
P.O. Box 11165
Bakersfield, California 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties

are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.

Developer is a corporation? Yes x No
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Castle & Cooke California, Inc.

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

RICHARD IGER

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion

Exhibit B – Required Security

Exhibit C – Engineer's Estimate

Exhibit D – Security

Exhibit E – Insurance

By: _____

Print Name: Scott R. Hays

Title: SVP

By: _____

Print Name: AURA Whitaker

Title: PRESIDENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 7, 2019 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ **Phase No.** _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Note:
Security Bonds with Tract 7203 Unit 4
Improvement Agreement 19-137

EXHIBIT B

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	<p>18 months after recordation of the NOC of the Improvements</p>

**Refer to Tract 7302 Unit-4
Improvement Agreement 19-137**

EXHIBIT C

Engineer's Estimate

**Refer to Tract 7302 Unit-4
Improvement Agreement 19-137**

**EXHIBIT D
Security**

EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Castl-GAUW-19-20	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER B: Allied World Assurance Company (U.S.) Inc.</td><td>19489</td></tr><tr><td>INSURER C: Various - See Attached</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445	INSURER B: Allied World Assurance Company (U.S.) Inc.	19489	INSURER C: Various - See Attached		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445														
INSURER B: Allied World Assurance Company (U.S.) Inc.	19489														
INSURER C: Various - See Attached															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** LOS-002453096-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 6862461	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5320325	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		0310-4072	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A	Various (See Additional Page)	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Highgate Regents Tract 7302 Unit 3A

☐

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an Additional Insured (except workers compensation) where required by executed written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:

POLICY NUMBER (1): WC 020608536 (AOS) New Hampshire Ins. Co.

POLICY NUMBER (2): WC 020608537 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.

POLICY NUMBER (3): WC 020608538 (FL) Illinois National Ins Co

POLICY NUMBER (4): WC 020608535 (CA) American Home Assurance Co

Term: 10/31/2019 to 10/31/2020

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:

WC Statutory Limits

\$1,000,000 E.L. Each Accident

\$1,000,000 E.L. Disease - Ea Employee

\$1,000,000 E.L. Disease - Policy Limit

ENDORSEMENT

This endorsement, effective 12:01 A.M. ~~10/31/2019~~ forms a part of

policy No. GL- 6862461 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2019 forms a part of Policy No. WC 020-60-8535

Issued to CASTLE & COOKE, INC.


By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

EXHIBIT E

TRACT No. 7302-UNIT 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF LOT 1 OF LOT LINE ADJUSTMENT NO. 19-0285 PER CERTIFICATE OF COMPLIANCE RECORDED
NOVEMBER 6, 2019 AS DOCUMENT NO. 219148159 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY
RECORDER; ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M.,
IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 11 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 2 PRIVATE LANDSCAPE LOTS 5.97 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

Laura Whitaker
LAURA WHITAKER, PRESIDENT

Scott R. Thayer
SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT NO. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT NO. 217087272 AND JULY 1, 2019 AS DOCUMENT NO. 219077163, ALL OF OFFICIAL RECORDS.

Courtney Sabahi
NAME COURTNEY SABAH
TITLE VICE PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Kern

ON November 7, 2019 BEFORE ME, Charlotte L. Jones, A
NOTARY PUBLIC, PERSONALLY APPEARED Laura Whitaker and Scott R. Thayer, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Charlotte L. Jones

PRINTED NAME: Charlotte L. Jones MY COMMISSION EXPIRES: Oct. 5, 2021

MY COMMISSION IS IN THE COUNTY OF Kern MY COMMISSION I.D. NO. 2212962

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Los Angeles

ON November 8, 2019 BEFORE ME, Evelyn T. Castro, A
NOTARY PUBLIC, PERSONALLY APPEARED Courtney Sabahi, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

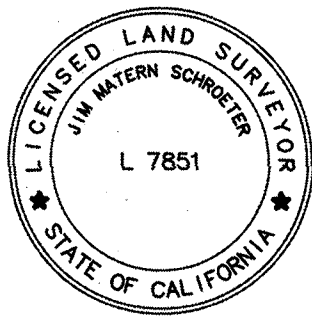
SIGNATURE Evelyn T. Castro

PRINTED NAME: Evelyn T. Castro MY COMMISSION EXPIRES: 7-1-2021

MY COMMISSION IS IN THE COUNTY OF Los Angeles MY COMMISSION I.D. NO. 2200081

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 DATE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF, AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7302-UNIT 3 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED FOR PUBLIC USE.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 1670, PAGE 208, DOCUMENT NO. 0203148941 AND DOCUMENT NO. 217141263, ALL OF OFFICIAL RECORDS.
HIGHGATE AT SEVEN OAKS COMMUNITY ASSOCIATION	EASEMENT HOLDER PER DOCUMENT NO. 219089586 OF OFFICIAL RECORDS.
CITY OF BAKERSFIELD & PUBLIC UTILITIES COMPANIES	EASEMENT HOLDER PER DOCUMENT NO. 219089586 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, L.L.C.	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN JULY OF 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Roger A. McIntosh

ROGER A. MCINTOSH
L.S. No. 4383

11-12-19
DATE

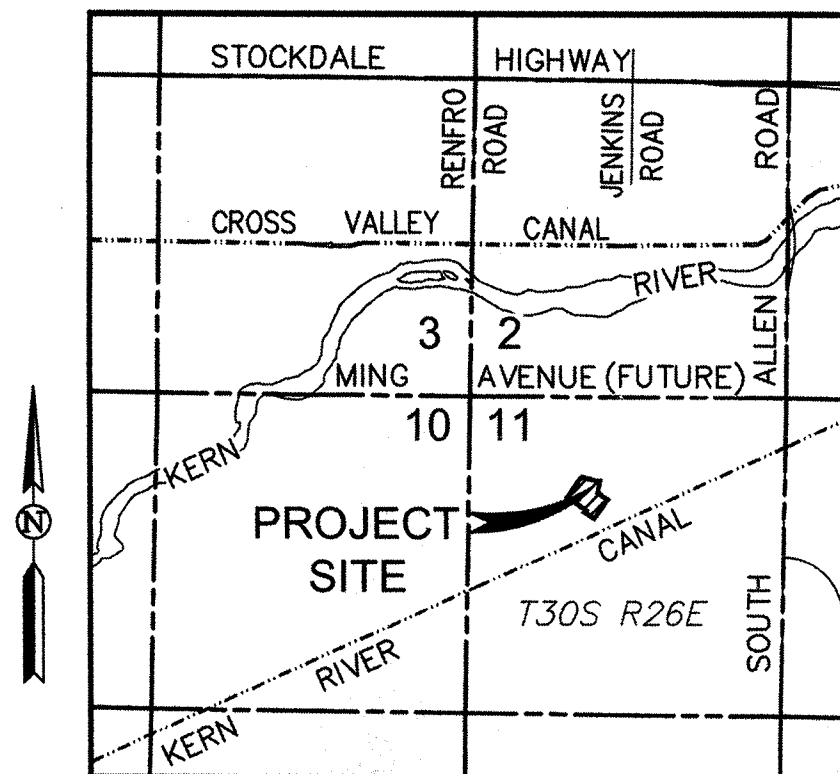


CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 DATE



VICINITY MAP
NO SCALE

NOTES

FOR SOILS NOTE, SEE SHEET 2.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

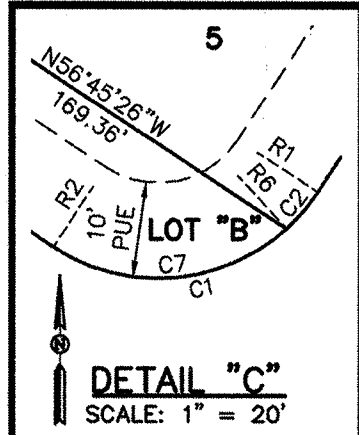
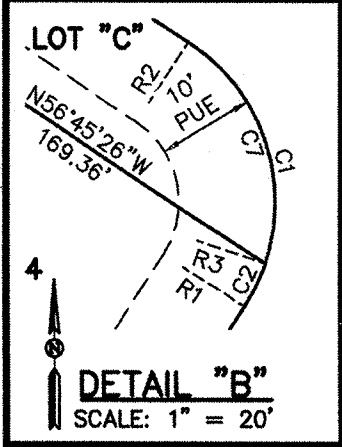
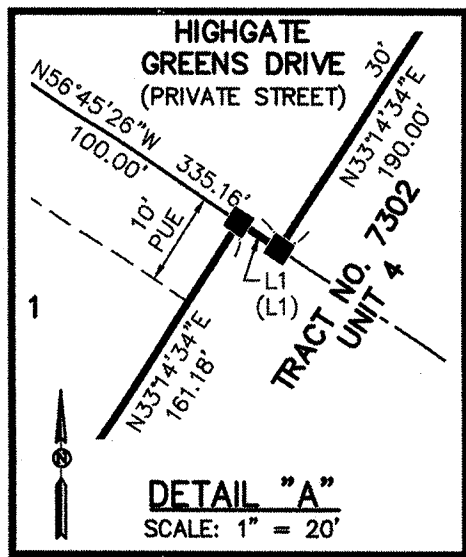
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

TRACT No. 7302-UNIT 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 11 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 2 PRIVATE LANDSCAPE LOTS
5.97 GROSS ACRES



N.W. COR. SEC. 11, T.30S., R.26E., M.D.M.
FD. KERN COUNTY WATER AGENCY 3 1/2"
B.C. MRK'D. "LS4258" FOR SECTION CORNER
PER R/S NO. 2918, R/S BK. 25, PG. 49

LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED
- = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383
- = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383
- = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7302 UNIT 4, M.B. 63, PGS. 124-126
- ▣ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7302 UNIT 4, M.B. 63, PGS. 124-126
- = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7302 UNIT 1, M.B. 63, PGS. 124-126
- < > = RECORD AND/OR CALCULATED PER RECORD OF SURVEY NO. 2918, R/S BK. 25, PGS. 49-50.
- () = RECORD PER TRACT NO. 7302 UNIT 4, M.B. 63, PGS. 124-126
- [] = RECORD PER TRACT NO. 7302 UNIT 1, M.B. 63, PGS. 124-126
- # = EASEMENT REFERENCE

AC. ACRES
B.C. BRASS CAP
BK. BOOK
CONC. CONCRETE
COR. CORNER
FD. FOUND
I.P. IRON PIPE
L.S. LAND SURVEYOR
L.H. LAMPHOLE
M.B. MAP BOOK
M.D.M. MOUNT DIABLO MERIDIAN
MON. MONUMENT
MRK'D. MARKED
O.R. OFFICIAL RECORDS

PG. PAGE
PUE PUBLIC UTILITIES EASEMENT
RAD. RADIAL
R/S RECORD OF SURVEY
SEC. SECTION
SF SQUARE FEET
SWE SIDEWALK EASEMENT PER SEPARATE DOCUMENT.
R1 RADIAL NUMBER FOR DATA
C1 CURVE NUMBER FOR DATA
L1 LINE NUMBER FOR DATA
R.26E. RANGE 26 EAST
T.30S. TOWNSHIP 30 SOUTH

EASEMENT LEGEND

- ① A LICENSE GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF PIPELINES AND APPURTENANCES RECORDED SEPTEMBER 26, 1950 IN BK. 1670, PG. 208, O.R.
 - ② AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR THE PURPOSE OF UNDERGROUND PIPELINE RECORDED JULY 24, 2003 AS DOC. NO. 0203148941, O.R.
 - ③ AN EASEMENT GRANTED TO HIGHGATE AT SEVEN OAKS FOR THE PURPOSE OF PRIVATE ACCESS RECORDED JULY 26, 2019 AS DOC. NO. 219089586, O.R.
 - ④ AN EASEMENT GRANTED TO CITY OF BAKERSFIELD & PUBLIC UTILITIES COMPANIES FOR THE PURPOSE OF INSTALLATION, MAINTENANCE & ACCESS, RECORDED JULY 26, 2019 AS DOC. NO. 219089586, O.R.
- AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. NO. 217141263, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	20.00'	31.42'	20.00'	090°00'00"
C2	20.00'	5.05'	2.54'	014°28'39"
C3	50.00'	38.56'	20.29'	044°10'58"
C4	25.00'	18.69'	9.81'	042°50'00"
C5	50.00'	51.46'	28.27'	058°58'19"
C6	50.00'	51.80'	28.49'	059°21'27"
C7	20.00'	26.36'	15.49'	075°31'21"
C8	50.00'	231.84'	53.93'	265°40'01"

RADIAL TABLE	
RADIAL	BEARING
R1	N56°45'26"W
R2	N33°14'34"E
R3	N71°14'05"W
R4	N55°24'28"W
R5	N80°24'34"E
R6	N42°16'47"W
R7	N58°06'23"W
R8	N13°55'25"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N56°45'26"W	5.16'
L2	N52°31'00"E	15.89'
L3	N33°14'34"E	35.00'
L4	N33°14'34"E	56.66'
(L1)	N56°45'26"W	5.16'
(L2)	N52°31'00"E	15.89'
(L3)	N33°14'34"E	35.00'

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD OF SURVEY NO. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49 IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER NO. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION ON BOUNDARY BETWEEN TRACT NO. 7302-UNIT 4, LOT LINE ADJUSTMENT NO. 17-0353 AND THIS TRACT IS RECORD SAME AS MEASURED.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

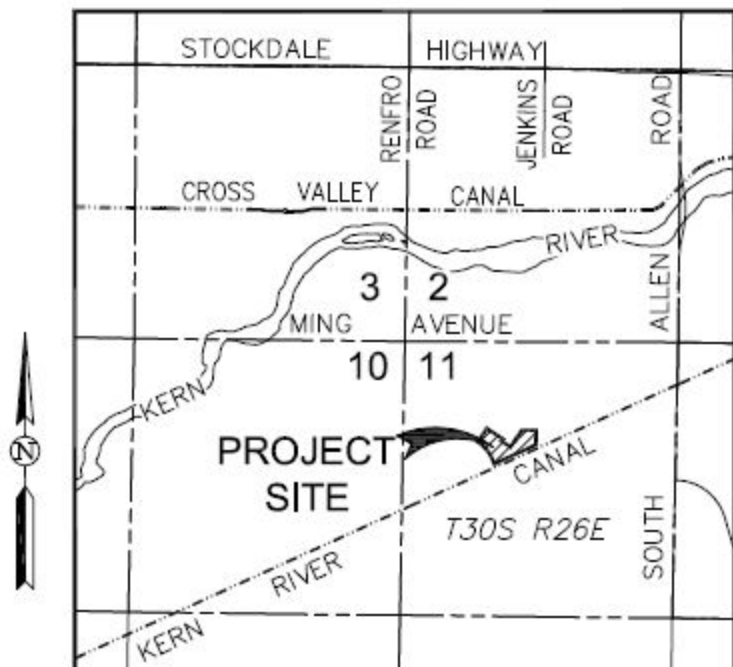
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements t.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Final Map and Private Improvement Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7354, Unit 1 located West of Highgate Park Boulevard and South of Ming Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7354 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Castle and Cooke California, Inc., wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
☐ Tract 7354-1 - Private Improvement Agreement	Agreement
☐ Tract 7354-1 - Final Map	Backup Material
☐ Tract 7354-1 - Vicinity Map	Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7354 Unit 1

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Castle & Cooke California, Inc.**, a **California Corporation** authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 7354 Unit 1** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on **July 18, 2019**, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC").**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.
- 4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.
- 4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.
5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.
6. **IMPROVEMENT SECURITY.**
 - 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:
 - 6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;
 - 6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and
 - 6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.
 - 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:
 - 6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;
 - 6.2.2. Cash deposited with City; or

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

- 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
 - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
 - 7.1.3. Developer has abandoned any of the work on the Improvements;
 - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 7.1.7. Developer or owner of the Project transfers ownership of the Project.
- 7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 7.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by City in writing.

- 11.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5.** Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7.** Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 12.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Castle & Cooke California, Inc.
P.O. Box 11165
Bakersfield, CA 93389-1165
Telephone: (661) 664-6500
Email: sfhayer@castle-cooke.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

- 12.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 12.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.
Developer is a corporation? Yes ☒ No ☐
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Castle & Cooke California, Inc.

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

JOSHUA RUDNICK

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion

Exhibit B – Required Security

Exhibit C – Engineer's Estimate

Exhibit D – Security

Exhibit E – Insurance

By: _____

Print Name: Scott R Thayer

Title: SUP

By: _____

Print Name: Laura Whitaker

Title: PRESIDENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

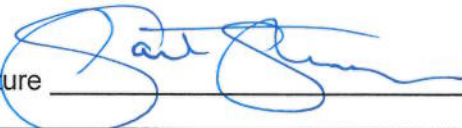
On November 15, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7354 - Unit 1

Date: 11/6/2019
Job No: 88-6811.30
Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
On-site Unit 1					
Storm Drain Improvements					
1.	12" Storm Drain (SDR35-PVC)	105	lf	70.00	7,350
2.	18" Storm Drain (RGJ-RCP)	182	lf	95.00	17,290
3.	24" Storm Drain (RGJ-RCP)	98	lf	105.00	10,290
4.	30" Storm Drain (RGJ-RCP)	56	lf	115.00	6,440
5.	36" Storm Drain (RGJ-RCP)	1652	lf	130.00	214,760
6.	Type A Catch Basins	8	ea	5000.00	40,000
7.	Type A Catch Basins (7' Opening)	2	ea	7000.00	14,000
8.	Storm Drain Clean-outs, 12"	1	ea	1000.00	1,000
9.	Manhole	9	ea	4000.00	36,000
				Sub-Total	347,130
Sewer Improvements					
10.	6" Sewer Line	767	lf	50.00	38,350
11.	8" Sewer Line	1907	lf	55.00	104,885
12.	10" Sewer Line	862	lf	65.00	56,030
13.	4" Laterals	1480	lf	30.00	44,400
14.	Clean-outs, 6"	3	ea	650.00	1,950
15.	Clean-outs, 8" (Temporary)	2	ea	700.00	1,400
16.	Standard Manhole, 6' to 8'	1	ea	2600.00	2,600
17.	Standard Manhole, over 16'	5	ea	4500.00	22,500
18.	Drop Manhole, Single, over 16'	3	ea	5000.00	15,000
19.	Drop Manhole, Multiple, over 16'	2	ea	5500.00	11,000
				Sub-Total	298,115
Water Improvements					
20.	1" Water Service	40	ea	1100.00	44,000
21.	Landscape Water Service	1	ea	1500.00	1,500
22.	8" Waterline	3718	lf	35.00	130,130
23.	8" Gate Valve & Valve Box	13	ea	1560.00	20,280
24.	6" Fire Hydrant Assembly	7	ea	4000.00	28,000
25.	Tie-in to existing line	2	ea	1100.00	2,200
26.	Wharf Hydrant	6	ea	2000.00	12,000
				Sub-Total	238,110
Street Improvements					
27.	A.C. Paving	1,529	tns	75.00	114,675
28.	Aggregate Base (Class 2)	1,757	cy	70.00	122,990
29.	Roadway Excavation/Subgrade Preparation	1,953	cy	25.00	48,825
30.	Concrete Parking	24,539	sf	9.00	220,851
31.	Concrete Parking Subgrade Preparation	454	cy	25.00	11,350
32.	6" Curb & Gutter	4,067	lf	25.00	101,675
33.	6" Concrete Curb	4,202	lf	20.00	84,040
34.	Sidewalk (4" thick)	5,122	sf	6.00	30,732
35.	Handicap Ramps (ADA/Title 24/CalTrans)	30	ea	2500.00	75,000
36.	Street Name Signs	12	ea	300.00	3,600
37.	Traffic Control Signs	3	ea	300.00	900
38.	Street Lights - COB Standard	7	ea	6000.00	42,000
39.	Survey Monument & Encasement	19	ea	750.00	14,250
40.	Saw Cut	46	lf	3.00	138
				Sub-Total	871,026

EXHIBIT C

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7354 - Unit 1

Date: 11/6/2019
 Job No: 88-6811.30
 Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Miscellaneous:					
41.	6' Block Wall	707	lf	130.00	91,910
Sub-Total					91,910

Off-site Unit 1 (Storm Drain thru Unit 6 reqd. to serve Units 1 & 2)

Storm Drain Improvements

42.	18" Storm Drain (RGJ-RCP)	37	lf	95.00	3,515
43.	36" Storm Drain (RGJ-RCP)	1055	lf	130.00	137,150
44.	Manhole	6	ea	4000.00	24,000
Sub-Total					164,665

TOTAL IMPROVEMENTS: 2,010,956
 20 % Contingency: 402,191
 ENFORCEMENT COST 15,000

TOTAL IMPROVEMENT BOND: 2,428,147

50% LABOR BOND: 1,214,074

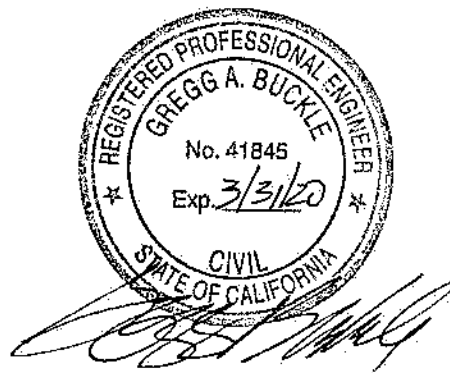


EXHIBIT C

Premium: \$58,276.00

Bond No: LICX1190511

Effective Date: 11/15/2019

City of Bakersfield PERFORMANCE BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 7354 Unit 1 Street Improvements. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$2,428,147.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 14 _____, 2019.

PRINCIPAL
Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: Laura Whitake

Its: PRESIDENT

SURETY
Lexon Insurance Company

By: [Signature]

Michelle Anne McMahon

Its: Attorney-in-Fact

EXHIBIT D



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 15, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of CT

County of Hartford

On November 14, 2019 before me, Bethany Stevenson, Notary Public
Date Name and Title of Notary

personally appeared Michelle Anne McMahon
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Bethany Stevenson Notary Public Signature

BETHANY STEVENSON
NOTARY PUBLIC - CT 177501
 MY COMMISSION EXPIRES SEPT. 30, 2023

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
 Lexon Insurance Company

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb

EXHIBIT D

POWER OF ATTORNEY

Lexon Insurance Company

Bond #: LICX1190511

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Michelle Anne McMahon its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted; and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

Amy Taylor

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of November, 2019.



BY

Andrew Smith

Andrew Smith
Assistant Secretary

EXHIBIT D

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

City of Bakersfield
LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 7354 Unit 1 Street Improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$ 1,214,074.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on November 14, 2019.

PRINCIPAL

Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: Lama Whitake

Its: President

SURETY

Lexon Insurance Company

By: [Signature]

Michelle Anne McMahon

Its: Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

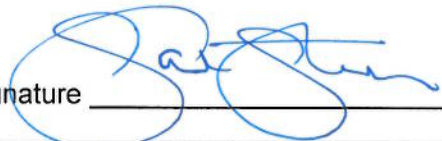
State of California
County of Kern

On November 15, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of CT

County of Hartford

On November 14, 2019 before me, Bethany Stevenson Notary Public
Date Name and Title of Notary

personally appeared Michelle Anne McMahon
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Bethany Stevenson Notary Public Signature

BETHANY STEVENSON
NOTARY PUBLIC - CT 177501
MY COMMISSION EXPIRES SEPT. 30, 2023

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

EXHIBIT D

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing Lexon Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

POWER OF ATTORNEY

Lexon Insurance Company

Bond #: LICX1190511

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint Michelle Anne McMahon its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of November, 2019.



BY

Andrew Smith
Assistant Secretary

EXHIBIT D

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

Attn: Los Angeles.CertRequest@marsh.com /F: 212-948-0535

CN101262924-Castl-GAUW-19-20

INSURED

Castle & Cooke Inc.
One Dole Drive
Westlake Village, CA 91362

CONTACT

NAME

PHONE

(A/C No. Ext.)

E-MAIL

ADDRESS

FAX

(A/C No.)

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA

19445

INSURER B: Allied World Assurance Company (U.S.) Inc.

19489

INSURER C: Various - See Attached

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

LOS-002453868-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6862461	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5320325	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		0310-4072	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Various (See Additional Page)	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Highgate Regents Tract 7354 Unit 1

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

EXHIBIT E

CERTIFICATE HOLDER

City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Castle & Cooke Inc. One Dole Drive Westlake Village, CA 91362
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:

POLICY NUMBER (1): WC 020608535 (AOS) New Hampshire Ins. Co.
 POLICY NUMBER (2): WC 020608537 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.
 POLICY NUMBER (3): WC 020608538 (FL) Illinois National Ins Co
 POLICY NUMBER (4): WC 020608535 (CA) American Home Assurance Co

Term: 10/31/2019 to 10/31/2020

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:

WC Statutory Limits
 \$1,000,000 E.L. Each Accident
 \$1,000,000 E.L. Disease - Ea Employee
 \$1,000,000 E.L. Disease - Policy Limit

EXHIBIT E

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2019, forms a part of

policy No. GL 6862461 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.

EXHIBIT E



Authorized Representative or
Countersignature (in States Where
Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

EXHIBIT E

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2019 forms a part of Policy No. WC 020-60-8535

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

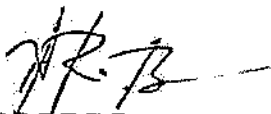
We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

EXHIBIT E

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

TRACT No. 7354-UNIT 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353, PER CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE N.E. QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M.,
IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 38 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 2 PRIVATE PARK LOTS AND 8 PRIVATE LANDSCAPE LOTS
17.03 GROSS ACRES

OWNER’S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOT "A" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOT "A".

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES OVER, ON, AND UNDER LANDSCAPE LOTS "D", "E", "F", "G", "H", "I", "J" AND "K", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM PARK LOT "C", SO THAT THE OWNERS OF FUTURE LOTS ABUTTING SAID PARK WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID PARK.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION

LAURA WHITAKER, PRESIDENT SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT No. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT No. 217087272 AND THE AMENDMENT THERETO RECORDED JULY 1, 2019 AS DOCUMENT No. 219077163 ALL OF OFFICIAL RECORDS.

NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF)
ON BEFORE ME, , A
NOTARY PUBLIC, PERSONALLY APPEARED , WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

PRINTED NAME: MY COMMISSION EXPIRES:

MY COMMISSION IS IN THE COUNTY OF MY COMMISSION I.D. NO.

CITY CLERK’S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7354-UNIT 1 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED WITH THE EXCEPTION OF PEMBERLEY PASSAGE AVENUE WHICH IS HEREBY ACCEPTED FOR PUBLIC USE, SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION	EASEMENT HOLDER PER DOCUMENT No. 217066206 & DOCUMENT No. 217066207 BOTH OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER DOCUMENT No. 0205103811 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD.

NOTES

SEE SHEET 4 FOR VICINITY MAP AND SOILS NOTE.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF)
ON BEFORE ME, , A
NOTARY PUBLIC, PERSONALLY APPEARED , WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE

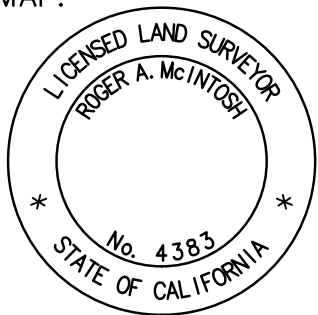
PRINTED NAME: MY COMMISSION EXPIRES:

MY COMMISSION IS IN THE COUNTY OF MY COMMISSION I.D. NO.

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN FEBRUARY OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ROGER A. McINTOSH DATE
L.S. No. 4383



PLANNING DIRECTOR’S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JULY 18, 2019, AND ANY EXTENSIONS GRANTED THERETO. THE SUBDIVISION AS SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IS IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

CITY ENGINEER’S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

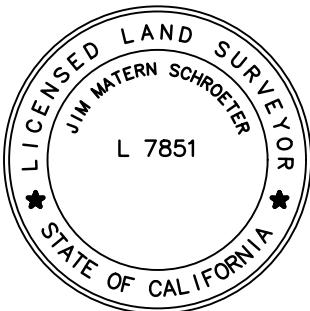
NICOLAS FIDLER C 61069 DATE



CITY SURVEYOR’S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JIM MATERN SCHROETER LS 7851 DATE



RECORDER’S STATEMENT:

FILED THIS DAY OF , 20 , AT .M.,

IN BOOK OF MAPS, AT PAGE , AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: (DEPUTY)
KERN COUNTY ASSESSOR-RECORDER

10/16/19	UPDATED PER C.O.B. 1st CHECK	MEN

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF
OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD
OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49
IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE
BASIS OF BEARING SHOWN HEREON.

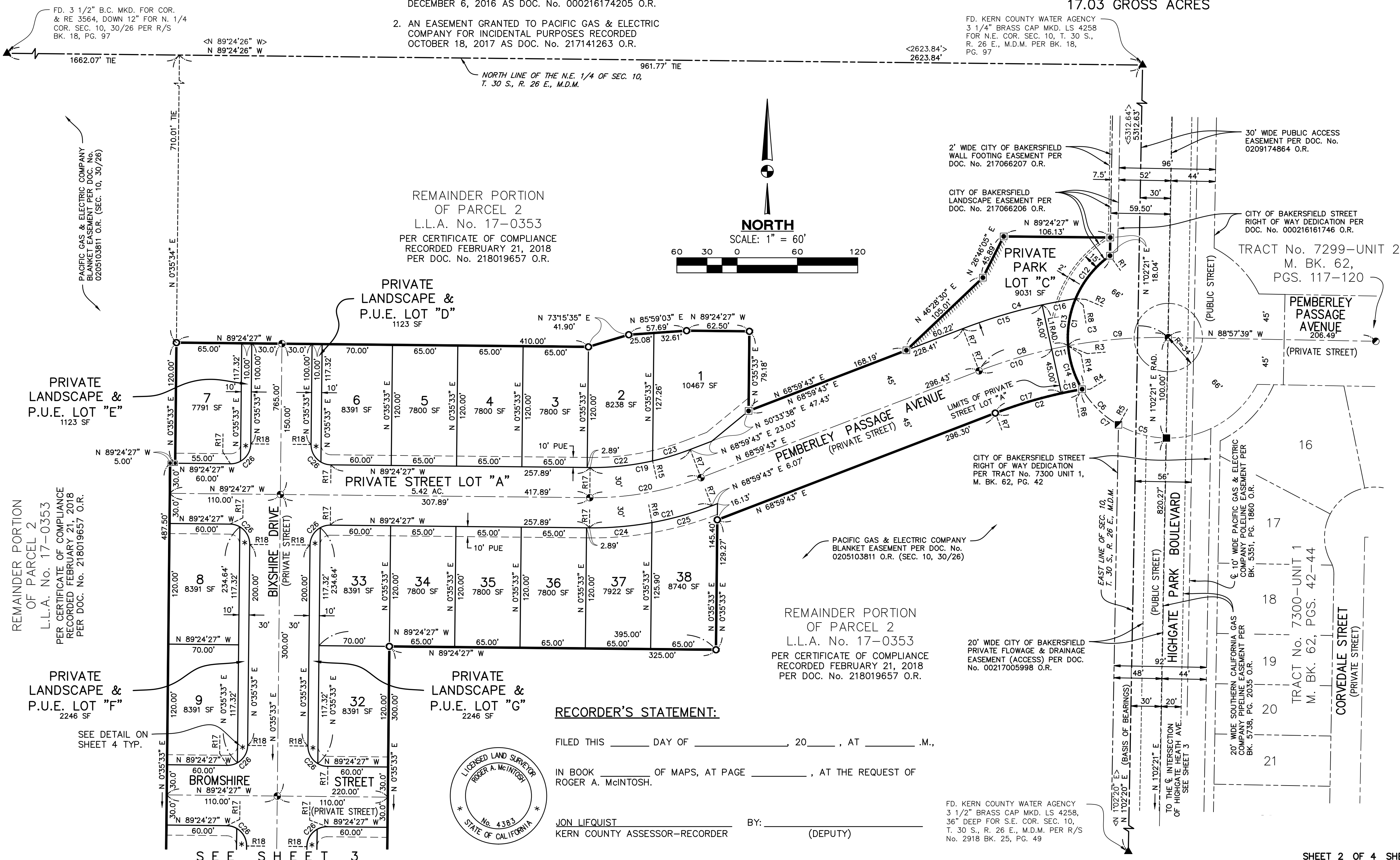
UPON RECORDATION OF THIS MAP, THE FOLLOWING
EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY
OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF
THE SUBDIVISION MAP ACT:

1. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED DECEMBER 6, 2016 AS DOC. No. 000216174205 O.R.
2. AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR INCIDENTAL PURPOSES RECORDED OCTOBER 18, 2017 AS DOC. No. 217141263 O.R.

SEE SHEET 3

SEE SHEET 4

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 38 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 2 PRIVATE
PARK LOTS AND 8 PRIVATE LANDSCAPE LOTS
17.03 GROSS ACRES



TRACT No. 7354-UNIT 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 38 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 2 PRIVATE
PARK LOTS AND 8 PRIVATE LANDSCAPE LOTS
17.03 GROSS ACRES

LEGEND

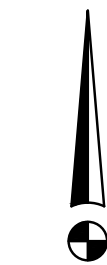
SEE SHEET 4

BASIS OF BEARINGS

SEE SHEET 2

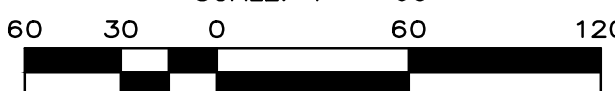
ABANDONMENT NOTE

SEE SHEET 2



NORTH

SCALE: 1" = 60'



NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT No. 7299-UNIT 2 & TRACT No. 7300-UNIT 1 AND THIS TRACT IS RECORD SAME AS MEASURED.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT No. 07-310.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)



SHEET 3 OF 4 SHEETS

10/16/19	UPDATED PER C.O.B. 1st CHECK	MEN

DONE BY: MEN
DATE: 7/18/19
JOB NO. 6811.30
FILE: 1130FM01

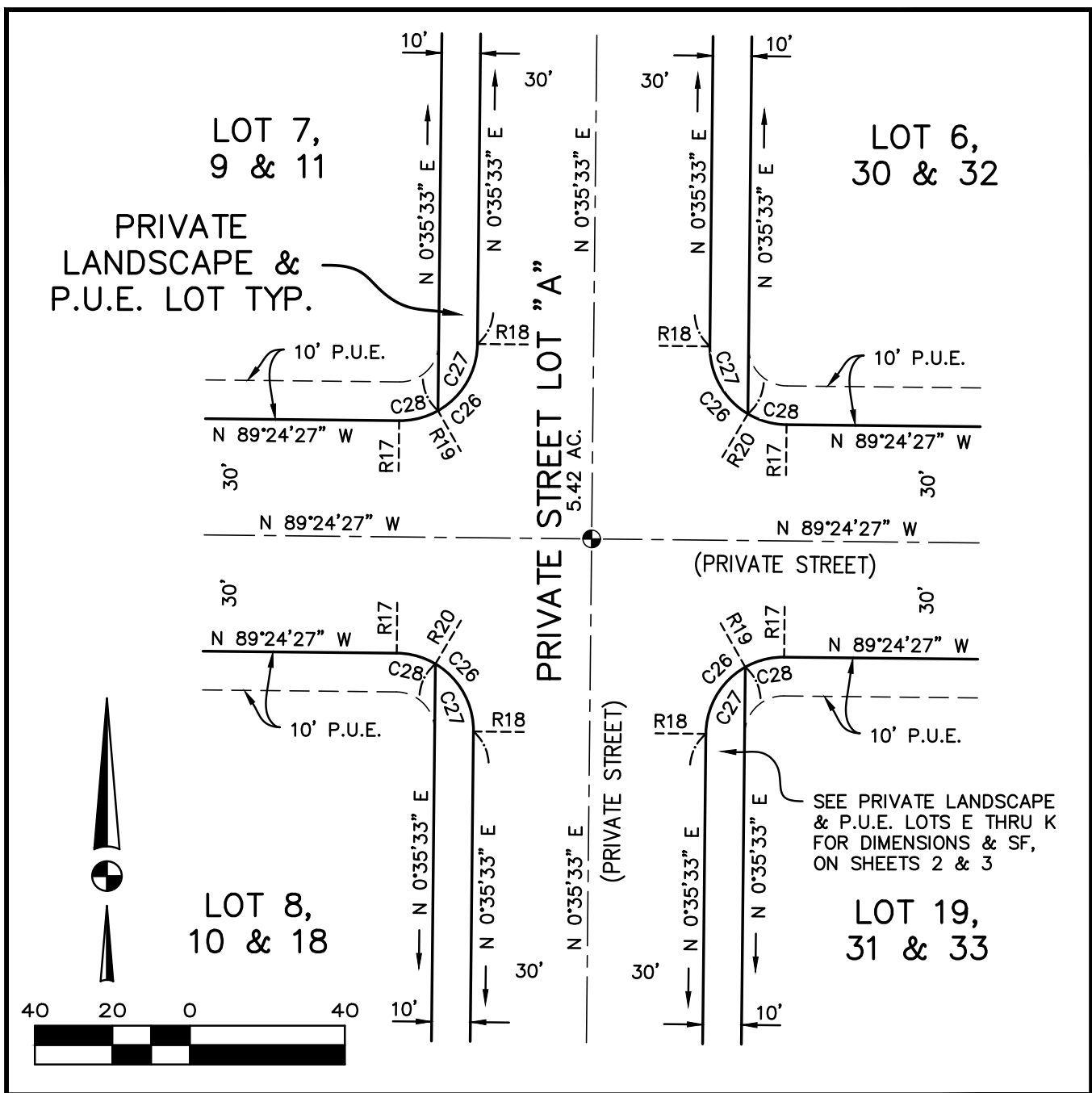
TRACT No. 7354-UNIT 1

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 38 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT, 2 PRIVATE
PARK LOTS AND 8 PRIVATE LANDSCAPE LOTS
17.03 GROSS ACRES

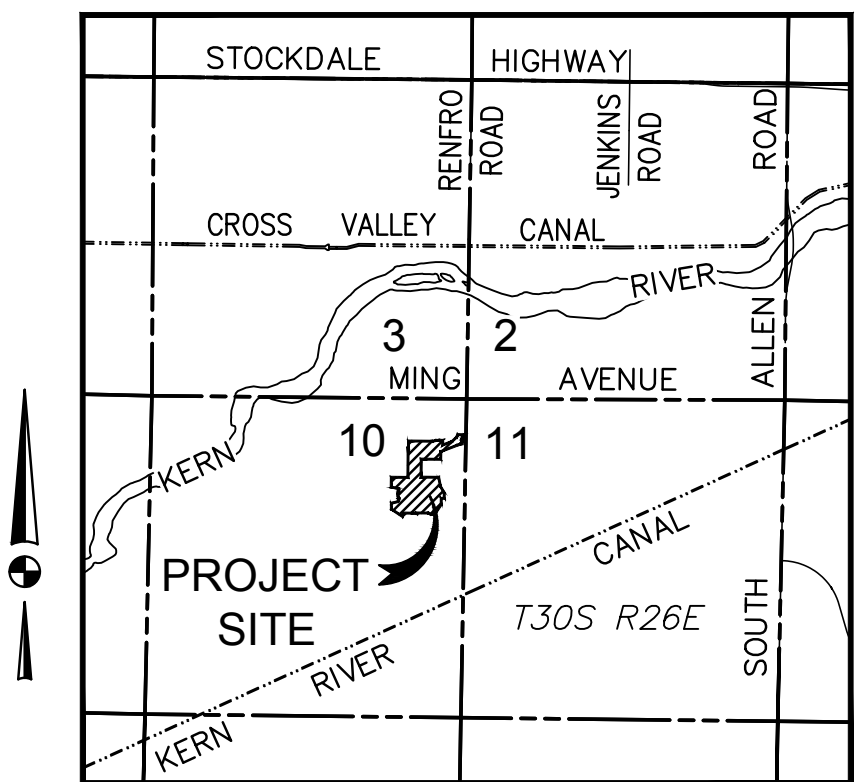
CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	100.00'	149.18'	92.40'	85°28'33"
C2	455.00'	89.74'	45.02'	11°18'02"
C3	500.00'	192.37'	97.39'	22°02'38"
C4	545.00'	116.33'	58.39'	12°13'48"
C5	100.00'	50.07'	25.57'	28°41'07"
C6	100.00'	51.18'	26.17'	29°19'34"
C7	100.00'	101.25'	55.44'	58°00'41"
C8	500.00'	92.20'	46.23'	10°33'56"
C9	500.00'	100.17'	50.25'	11°28'42"
C10	500.00'	75.54'	37.84'	8°39'21"
C11	500.00'	16.67'	8.33'	1°54'35"
C12	100.00'	55.43'	28.44'	31°45'23"
C13	100.00'	47.94'	24.44'	27°28'13"
C14	100.00'	45.81'	23.32'	26°14'58"
C15	545.00'	82.33'	41.25'	8°39'21"
C16	545.00'	34.00'	17.01'	3°34'28"
C17	455.00'	68.74'	34.43'	8°39'21"
C18	455.00'	21.00'	10.50'	2°38'42"
C19	270.00'	101.77'	51.50'	21°35'50"
C20	300.00'	113.08'	57.22'	21°35'50"
C21	330.00'	124.39'	62.94'	21°35'50"
C22	270.00'	62.67'	31.48'	13°17'57"
C23	270.00'	39.10'	19.59'	8°17'53"
C24	330.00'	62.48'	31.33'	10°50'54"
C25	330.00'	61.91'	31.05'	10°44'55"
C26	20.00'	31.42'	20.00'	90°00'00"
C27	20.00'	20.94'	11.55'	60°00'00"
C28	20.00'	10.47'	5.36'	30°00'00"
C29	37.00'	58.12'	37.00'	90°00'00"
C30	25.00'	39.27'	25.00'	90°00'00"
C31	25.00'	8.69'	4.39'	19°55'11"
C32	92.00'	205.74'	189.17'	128°07'47"
C33	92.00'	58.94'	30.52'	36°42'18"
C34	92.00'	57.68'	29.83'	35°55'29"
C35	92.00'	38.99'	19.79'	24°17'00"
C36	92.00'	193.03'	160.05'	120°12'59"
C37	20.00'	35.01'	23.96'	100°17'48"
C38	20.00'	35.00'	23.95'	100°16'35"
C39	92.00'	193.00'	159.98'	120°11'46"
C40	260.00'	32.51'	16.28'	7°09'51"
C41	270.00'	32.50'	16.27'	6°53'51"
C42	300.00'	36.11'	18.08'	6°53'51"
C43	25.00'	23.18'	12.50'	53°07'48"
C44	92.00'	50.12'	25.70'	31°12'59"
C45	20.00'	37.77'	27.63'	108°12'36"
C46	92.00'	36.44'	18.46'	22°41'30"
C47	92.00'	54.35'	28.00'	33°51'03"
C48	92.00'	55.15'	28.43'	34°20'46"
C49	92.00'	47.09'	24.07'	29°19'41"
C50	92.00'	47.06'	24.06'	29°18'28"
C51	92.00'	53.30'	27.42'	33°11'50"
C52	92.00'	54.68'	28.18'	34°03'19"
C53	92.00'	37.95'	19.25'	23°38'10"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 12°20'56" W	90.00'
L2	N 89°24'27" W	51.39'

RADIAL TABLE	
RADIAL	BEARING
R1	N 35°28'24" W
R2	N 67°13'47" W
R3	N 85°18'00" E
R4	N 59°03'02" E
R5	N 29°43'29" E
R6	N 9°42'14" W
R7	N 21°00'17" W
R8	N 8°46'28" W
R9	N 37°27'45" E
R10	N 82°30'36" W
R11	N 82°14'36" W
R12	N 71°11'51" W
R13	N 72°22'57" E
R14	N 10°26'21" W
R15	N 12°42'24" W
R16	N 10°15'21" W
R17	N 0°35'33" E
R18	N 89°24'27" W
R19	N 29°24'27" W
R20	N 30°35'33" E
R21	N 20°30'44" W
R22	N 3°46'16" W
R23	N 4°57'22" E
R24	N 19°19'38" W
R25	N 2°10'46" W
R26	N 80°17'45" E
R27	N 79°07'52" W
R28	N 4°18'32" E



10' WIDE PRIVATE LANDSCAPE & P.U.E.
TYPICAL LOT CORNER DETAIL
SCALE: 1"=40'



VICINITY MAP
NO SCALE

NOTES

SEE SHEET 3

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 14, 2019 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER No. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- SET PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- FOUND PENNY BRASS TAG ON WALL OR CONC. MKD. L.S. 4383 PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- < > RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY No. 2918, BOOK 25, PAGE 49
- * SEE TYPICAL LOT CORNER DETAIL HEREON
- ////// INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP
- W1 TENNECO WEST, INC. "72X-10" WITH 10' NON-BUILD SETBACK (ABANDONED-DRY HOLE), FIELD LOCATION.

ABBREVIATIONS

FD. FOUND	DOC. DOCUMENT
CL CENTERLINE	No. NUMBER
L.H. LAMPHOLE	M. MAP
CONC. CONCRETE	R/S RECORD OF SURVEY
MON. MONUMENT	BK. BOOK
B.C. BRASS CAP	PG. PAGE
I.P. IRON PIPE	O.R. OFFICIAL RECORDS
L.S. LAND SURVEYOR	T. 30 S. TOWNSHIP 30 SOUTH
SEC. SECTION	R. 26 E. RANGE 26 EAST
COR. CORNER	M.D.M. MOUNT DIABLO MERIDIAN
RAD. RADIAL	AC. ACRES
PUE PUBLIC UTILITIES EASEMENT	SF SQUARE FEET
L1 LINE NUMBER FOR DATA (SEE LINE TABLE)	
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)	
R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)	



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

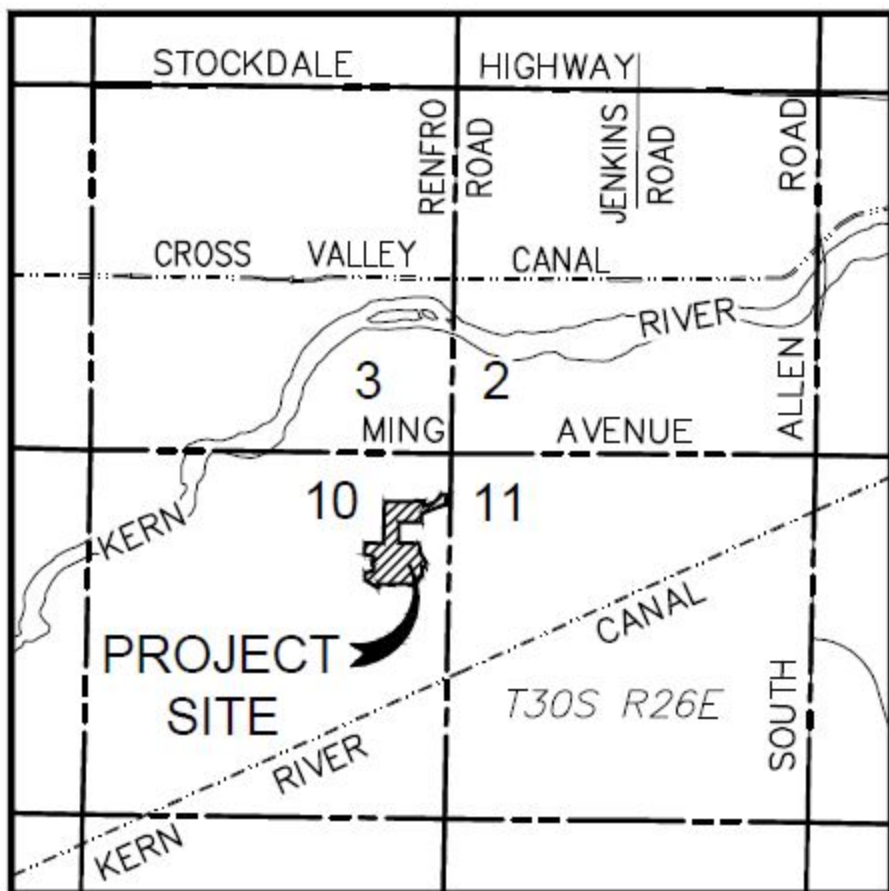
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 4 OF 4 SHEETS

10/16/19	UPDATED PER C.O.B. 1st CHECK	MEN

DONE BY: MEN
DATE: 7/18/19
JOB NO. 6811.30
FILE: 1130FM01



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements u.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Final Map and Private Improvement Agreement with Castle & Cooke California, Inc. (Developer) for Tract 7354, Unit 2 located West of Highgate Park Boulevard and South of Ming Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7354 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Castle and Cooke California, Inc., wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of Occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and a Notice of Completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the Developer and is recommending that the Council approve the map. In addition, the Improvement Agreement outlining the Developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
☐ Tract 7354-2 - Private Improvement Agreement	Agreement
☐ Tract 7354-2 - Final Map	Backup Material
☐ Tract 7354-2 - Vicinity Map	Backup Material

PRIVATE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7354 Unit 2

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Castle & Cooke California, Inc.**, a **California Corporation** authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 7354 Unit 2** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

A G R E E M E N T

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on **July 18, 2019**, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by The Engineer of Record and **must be completed prior to recordation of a Notice of Completion (The "NOC")**.

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies The Engineer of Record that Developer has completed construction of the Improvements, The Engineer of Record will conduct an inspection of the improvements and notify Developer of any deficiencies in the Improvements based on approved improvement plans.
- 4.2. When Developer corrects the deficiencies, if any, The Engineer of Record will submit written certification to the City Engineer that all improvements have been constructed in accordance with the approved plans and to City Standards.
- 4.3. City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on

the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.
5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. The one-year guarantee period on private improvements will begin when the NOC is recorded.
6. **IMPROVEMENT SECURITY.**
 - 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:
 - 6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;
 - 6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and
 - 6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.
 - 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:
 - 6.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;
 - 6.2.2. Cash deposited with City; or

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

- 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
 - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
 - 7.1.3. Developer has abandoned any of the work on the Improvements;
 - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 7.1.7. Developer or owner of the Project transfers ownership of the Project.
- 7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 7.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at

Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;

- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision

at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

- 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
- 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.
- 10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. **INSURANCE.**

11.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by City in writing.

- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. **MISCELLANEOUS.**

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 12.2. **Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Castle & Cooke California, Inc.
P.O. Box 11165
Bakersfield, CA 93389-1165
Telephone: (661) 664-6500
Email: sthayer@castlecooke.com

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

12.3. Assignment. Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

12.4. Binding Effect. The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.

12.5. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

12.6. Corporate Authority. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

12.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

12.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

12.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 77-0414956.

Developer is a corporation? Yes ☒ No ☐

(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Castle & Cooke California, Inc.

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

JOSHUA RUDNICK

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK FIDLER

Public Works Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

Attachments: **Exhibit A** – Checklist for Notice of Completion

Exhibit B – Required Security

Exhibit C – Engineer's Estimate

Exhibit D – Security

Exhibit E – Insurance

By: _____

Print Name: Scott R Thayer

Title: SVP

By: _____

Print Name: Laura Whitaker

Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 15, 2019 before me, Sarah Stambolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

EXHIBIT A

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</p> <p>When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.</p>	<p>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	<p>18 months after recordation of the NOC of the Improvements</p>

EXHIBIT B

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7354 - Unit 2

Date: 11/6/2019
 Job No: 88-6811.30
 Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
On-site Unit 2					
Storm Drain Improvements					
1.	12" Storm Drain (SDR35-PVC)	566	lf	70.00	39,620
2.	Storm Drain Clean-outs, 12"	6	ea	1000.00	6,000
	Sub-Total				45,620
Sewer Improvements					
3.	6" Sewer Line	415	lf	50.00	20,750
4.	8" Sewer Line	495	lf	55.00	27,225
5.	4" Laterals	1093	lf	30.00	32,790
6.	Clean-outs, 6"	1	ea	650.00	650
7.	Standard Manhole, 6' to 8'	1	ea	2600.00	2,600
8.	Standard Manhole, 9' to 12'	2	ea	3000.00	6,000
	Sub-Total				90,015
Water Improvements					
9.	1" Water Service	27	ea	1100.00	29,700
10.	Landscape Water Service	1	ea	1500.00	1,500
11.	8" Waterline	978	lf	35.00	34,230
12.	12" Waterline, DIP	1154	lf	60.00	69,240
13.	8" Gate Valve & Valve Box	3	ea	1560.00	4,680
14.	12" Gate Valve & Valve Box	2	ea	2610.00	5,220
15.	6" Fire Hydrant Assembly	2	ea	4000.00	8,000
16.	Tie-in to existing line	2	ea	1100.00	2,200
17.	2" Blow-off Assemblies	2	ea	1200.00	2,400
18.	Wharf Hydrant	1	ea	2000.00	2,000
	Sub-Total				159,170
Street Improvements					
19.	A.C. Paving	590	tns	100.00	59,000
20.	Aggregate Base (Class 2)	678	cy	70.00	47,460
21.	Roadway Excavation/Subgrade Preparation	754	cy	25.00	18,850
22.	Concrete Parking	10,421	sf	9.00	93,789
23.	Concrete Parking Subgrade Preparation	193	cy	25.00	4,825
24.	6" Curb & Gutter	1,113	lf	25.00	27,825
25.	6" Concrete Curb	2,051	lf	20.00	41,020
26.	Sidewalk (4" thick)	5,929	sf	6.00	35,574
27.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
28.	Cross Gutters	502	sf	9.00	4,518
29.	Street Name Signs	2	ea	300.00	600
30.	Traffic Control Signs	1	ea	300.00	300
31.	Street Lights - COB Standard	3	ea	6000.00	18,000
32.	Survey Monument & Encasement	4	ea	750.00	3,000
33.	Saw Cut	46	lf	3.00	138
	Sub-Total				364,899

EXHIBIT C

BOND ESTIMATE
for City of Bakersfield Tracts
Tract 7354 - Unit 2

Date: 11/6/2019
 Job No: 88-6811.30
 Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Miscellaneous					
34.	6' Block Wall	1307	Lf	130.00	169,910
35.	6' Opening Pedestrian Gate	1	Pair	1200.00	1,200
36.	14' Opening Chainlink Gate	1	Pair	3600.00	3,600
				Sub-Total	174,710

TOTAL IMPROVEMENTS: 834,414
 20 % Contingency: 166,883
 ENFORCEMENT COST 15,000

TOTAL IMPROVEMENT BOND: 1,016,297

50% LABOR BOND: 508,149

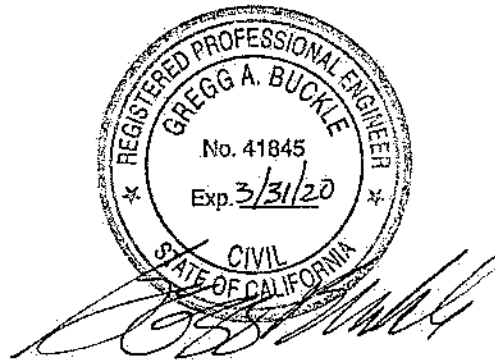


EXHIBIT C

Bond No: LICX1190512
Premium: \$24,391.00
Effective Date: 11/15/2019

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 7354 Unit 2 Street Improvements. The Agreement, incorporated herein by this reference, requires Principal to furnish a bond securing Principal's performance of the obligations of the Agreement ("Performance Bond").

To that end, Principal and Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$1,016,297.00 for the payment of which sum well and truly to be made, we bind ourselves and our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors, or assigns ("Principal Parties"), in all things, stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on Principal Parties' part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnify and save harmless City and City's officers, agents, and employees as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications will in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by Principal and Surety on November 14, 2019.

PRINCIPAL
Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: [Signature]

Its: President

SURETY
Lexon Insurance Company

By: [Signature]

Aimee R. Perondine

Its: Attorney-in-Fact

EXHIBIT D



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 15, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of CONNECTICUT

County of Hartford

On November 14, 2019

Date

before me, Kristopher Pisano, Notary Public

Name and Title of Notary

personally appeared Aimee R. Perondine

Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Kristopher Pisano

Notary Public Signature

KRISTOPHER PISANO
NOTARY PUBLIC - CT 179836
MY COMMISSION EXPIRES SEPT. 30, 2024

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____

Number of Pages: _____

Signer's Name: _____

EXHIBIT D

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____
Lexon Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

POWER OF ATTORNEY

Bond #: LICX1190512

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Aimee R. Perondine its true and lawful Attorney-in-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of November, 2019.



BY

Andrew Smith
Assistant Secretary

EXHIBIT D

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

City of Bakersfield
LABOR AND MATERIALS BOND

Bond No. LICX1190512
Premium: Included in Performance Bond
Effective Date: 11/15/2019

The City of Bakersfield ("City") and Castle & Cooke California, Inc. ("Principal") have entered into an agreement dated _____, _____ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Tract 7354 Unit 2 Street Improvements ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through 9566 ("Labor and Materials Bond").

To that end, Principal and Lexon Insurance Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$ 508,149.00 for materials and/or labor, of any kind, furnished for the Project, or for amounts due under the Unemployment Insurance Act with respect to the work or labor, and Surety will pay the same in an amount not exceeding the amount set forth above. Should the condition of this bond be fully performed, then this obligation will become null and void; otherwise it shall be and remain in full force and effect.

It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Civil Code sections 9000 through 9566, so as to give a right of action to them or their assigns in any suit brought upon this bond.

If suit is brought upon this bond, Surety will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or to the related specifications shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications. Additionally, Surety hereby waives the provisions of California Civil Code sections 2819 and 2845.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on November 14, 2019.

PRINCIPAL

Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: Laura Whitake

Its: President

SURETY

Lexon Insurance Company

By: [Signature]

Aimee R. Perondine

Its: Attorney-in-Fact

EXHIBIT D

seal



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 15, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in
~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of CONNECTICUT

County of Hartford

On November 14, 2019 before me, Kristopher Pisano, Notary Public
Date Name and Title of Notary

personally appeared Aimee R. Perondine
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kristopher Pisano
Notary Public Signature

KRISTOPHER PISANO
NOTARY PUBLIC - CT 179836
 MY COMMISSION EXPIRES SEPT. 30, 2024

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

EXHIBIT D

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____
- Lexon Insurance Company

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb

POWER OF ATTORNEY

Bond #: LICX1190512

Principal: Castle & Cooke California, Inc.

Obligee: City of Bakersfield

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Aimee R. Perondine its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY

A handwritten signature in black ink, appearing to read "Brian Beggs".

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public: State of Tennessee
Davidson County
My Commission Expires 05-09-2023

BY

A handwritten signature in black ink, appearing to read "Amy Taylor".

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of November, 2019.



BY

A handwritten signature in black ink, appearing to read "Andrew Smith".

Andrew Smith
Assistant Secretary

EXHIBIT D

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
533 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: Los Angeles.CertRequest@marsh.com /F: 212-948-0535
CN101252924-Castle-GAUW-19-20

CONTACT NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA 19445

INSURER B : Allied World Assurance Company (U.S.) Inc. 19489

INSURER C : Various - See Attached

INSURER D :

INSURER E :

INSURER F :

INSURED
Castle & Cooke California, Inc.
10000 Stockdale Hwy., Suite 300
Bakersfield, CA 93311

COVERAGES**CERTIFICATE NUMBER:**

LOS-002453869-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6862451	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 5326325	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		0310-4072	10/31/2019	10/31/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	Various (See Additional Page)	10/31/2019	10/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ra: Highgate Regents Tract 7354 Unit 2

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

EXHIBIT E**CERTIFICATE HOLDER**

City of Bakersfield
1501 Truxtun Avenue
Bakersfield, CA 93302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jacqueline Perchik

AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional WC policies:

POLICY NUMBER (1): WC 020608536 (AOS) New Hampshire Ins. Co.
POLICY NUMBER (2): WC 020608537 (AZ, IL, NC, ND, NJ, OH, VA, WA, WY) New Hampshire Ins. Co.
POLICY NUMBER (3): WC 020608538 (FL) Illinois National Ins Co
POLICY NUMBER (4): WC 020608535 (CA) American Home Assurance Co.

Term: 10/31/2019 to 10/31/2020

WORKERS' COMPENSATION/EMPLOYERS LIABILITY LIMITS:

WC Statutory Limits
\$1,000,000 E.L. Each Accident
\$1,000,000 E.L. Disease - Ea Employee
\$1,000,000 E.L. Disease - Policy Limit

EXHIBIT E

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2019, forms a part of

policy No. GL 6862461 issued to CASTLE & COOKE, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.

EXHIBIT E



Authorized Representative or
Countersignature (in States Where
Applicable)

POLICY NUMBER: GL 6862461

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

EXHIBIT E

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/31/2019 forms a part of Policy No. WC 020-60-8535

Issued to CASTLE & COOKE, INC.

By AMERICAN HOME ASSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

EXHIBIT E

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY GRANT A CONTINUING EASEMENT AND RIGHT-OF-WAY OVER, ON AND UNDER LOTS "A" THRU "D" FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FOR THE ACCESS OF AUTHORIZED EMPLOYEES AND PERSONNEL OF THE CITY OF BAKERSFIELD AND PUBLIC UTILITY COMPANIES AND THEIR OFFICIAL VEHICLES ONLY WHEN ACTING IN THEIR OFFICIAL CAPACITY FOR THE PURPOSE OF INSPECTION, MAINTENANCE, OR THE RENDERING OF MUNICIPAL SERVICES IN ACCORDANCE WITH THIS GRANT. THE CITY OF BAKERSFIELD SHALL NOT BE CALLED UPON TO MAINTAIN OR CONTRIBUTE TO THE MAINTENANCE OF ANY PART OR PORTION OF THE IMPROVEMENTS PLACED OR TO BE PLACED ON OR UNDER LOTS "A" THRU "D".


WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD A SIDEWALK EASEMENT FOR THE PUBLIC USE, ON, AND UNDER PARK LOT "C", AS SHOWN HEREON. SAID STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS PEMBERLEY PASSAGE AVENUE AND HIGHGATE HEATH AVENUE REMAIN PRIVATE ROADS, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 8, 9 & 18, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROADS.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 10 THROUGH 18, SO THAT SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID PARK WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID PARK.


WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM PARK LOT "D", SO THAT THE OWNERS OF FUTURE LOTS ABUTTING SAID PARK WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID PARK.

CASTLE & COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION


LAURA WHITAKER, PRESIDENT


SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 11, 2015 AS DOCUMENT No. 000215127441 AND THE AMENDMENT THERETO RECORDED JULY 7, 2017 AS DOCUMENT No. 217082722 AND THE AMENDMENT THERETO RECORDED JULY 1, 2019 AS DOCUMENT No. 219077163 ALL OF OFFICIAL RECORDS.


NAME COURTNEY SABAH
TITLE JCS PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Kern)
ON November 7, 2019 BEFORE ME, Charlotte L. Jones, A
NOTARY PUBLIC, PERSONALLY APPEARED Laura Whitaker and Scott R. Thayer, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE 

PRINTED NAME: Charlotte L. Jones MY COMMISSION EXPIRES: Oct. 5, 2021

MY COMMISSION IS IN THE COUNTY OF Kern MY COMMISSION I.D. NO. 2212962

TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353, PER CERTIFICATE
OF COMPLIANCE RECORDED FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, ALSO BEING
A PORTION OF THE N.E. QUARTER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M.,
IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT, 2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7354-UNIT 2 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY REJECTED WITH THE EXCEPTION OF PEMBERLEY PASSAGE AVENUE WHICH IS HEREBY ACCEPTED FOR PUBLIC USE, SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY, AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION	EASEMENT HOLDER PER DOCUMENT No. 217066206 & DOCUMENT No. 217066207 BOTH OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER DOCUMENT No. 0205103811 OF OFFICIAL RECORDS.
VINTAGE PRODUCTION CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY	MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 0212010379 OF OFFICIAL RECORDS.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED
BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A
MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL
OF THE CITY OF BAKERSFIELD.

NOTES

SEE SHEET 4 FOR VICINITY MAP AND SOILS NOTE.

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND
DEVELOPMENT AGREEMENT No. 07-310.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.


STATE OF CALIFORNIA)
COUNTY OF Los Angeles)
ON November 8, 2019 BEFORE ME, Evelyn T. Castro, A
NOTARY PUBLIC, PERSONALLY APPEARED Courtney Sabahi, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE 

PRINTED NAME: Evelyn T. Castro MY COMMISSION EXPIRES: 7.1.2021

MY COMMISSION IS IN THE COUNTY OF Los Angeles MY COMMISSION I.D. NO. 2200081

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CASTLE AND COOKE CALIFORNIA, INC., A CALIFORNIA CORPORATION, IN FEBRUARY OF 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDATION OF THIS MAP OR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.


ROGER A. MCINTOSH
L.S. No. 4383

11-12-19



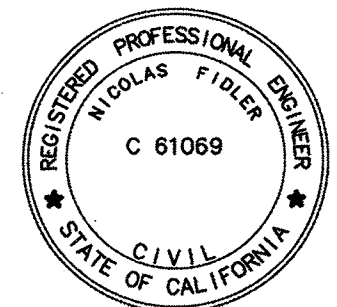
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JULY 18, 2019, AND ANY EXTENSIONS GRANTED THERETO. THE SUBDIVISION AS SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IS IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE _____

CITY ENGINEER'S STATEMENT

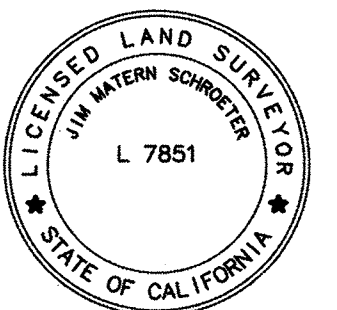
I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069 DATE _____

CITY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851 DATE _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

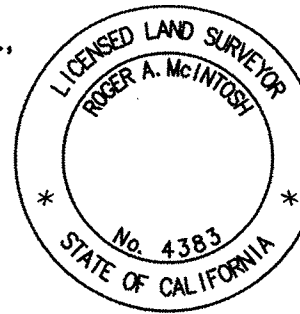
BY: _____
(DEPUTY)

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)



TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES

FD. 3 1/2" B.C. MKD. FOR COR.
& RE 3564, DOWN 12" FOR N. 1/4
COR. SEC. 10, 30/26 PER R/S
BK. 18, PG. 97

FD. KERN COUNTY WATER AGENCY
3 1/4" BRASS CAP MKD. LS 4258
FOR N.E. COR. SEC. 10, T. 30 S.,
R. 26 E., M.D.M. PER BK. 18,
PG. 97

BASIS OF BEARINGS

THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF
OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD
OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49
IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE
BASIS OF BEARING SHOWN HEREON.

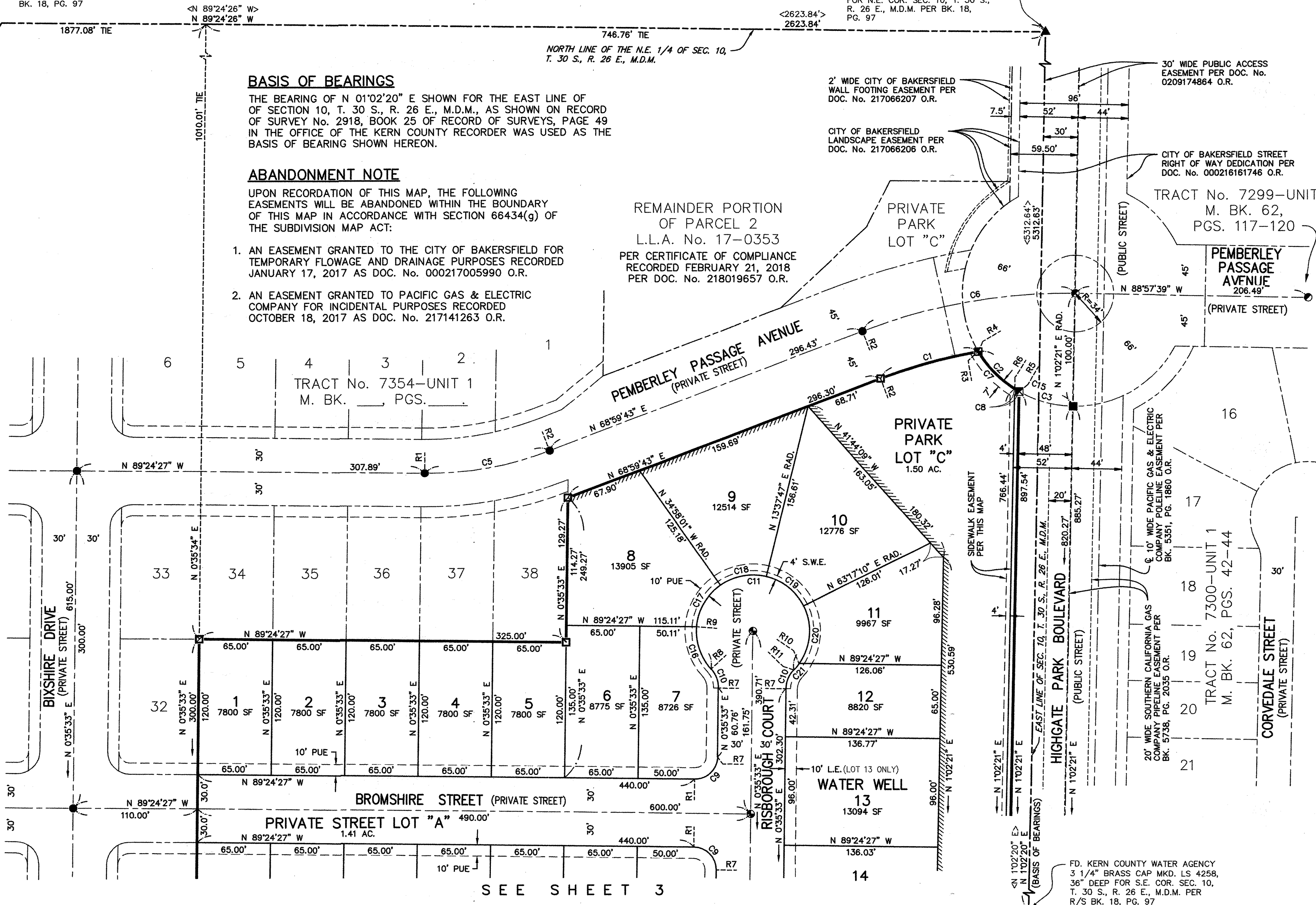
ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING
EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY
OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF
THE SUBDIVISION MAP ACT:

1. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR
TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED
JANUARY 17, 2017 AS DOC. No. 000217005990 O.R.
2. AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC
COMPANY FOR INCIDENTAL PURPOSES RECORDED
OCTOBER 18, 2017 AS DOC. No. 217141263 O.R.

REMAINDER PORTION
OF PARCEL 2
L.L.A. No. 17-0353

PER CERTIFICATE OF COMPLIANCE
RECORDED FEBRUARY 21, 2018
PER DOC. No. 218019657 O.R.



NOTES

SEE SHEET 3

LEGEND

SEE SHEET 4

NORTH

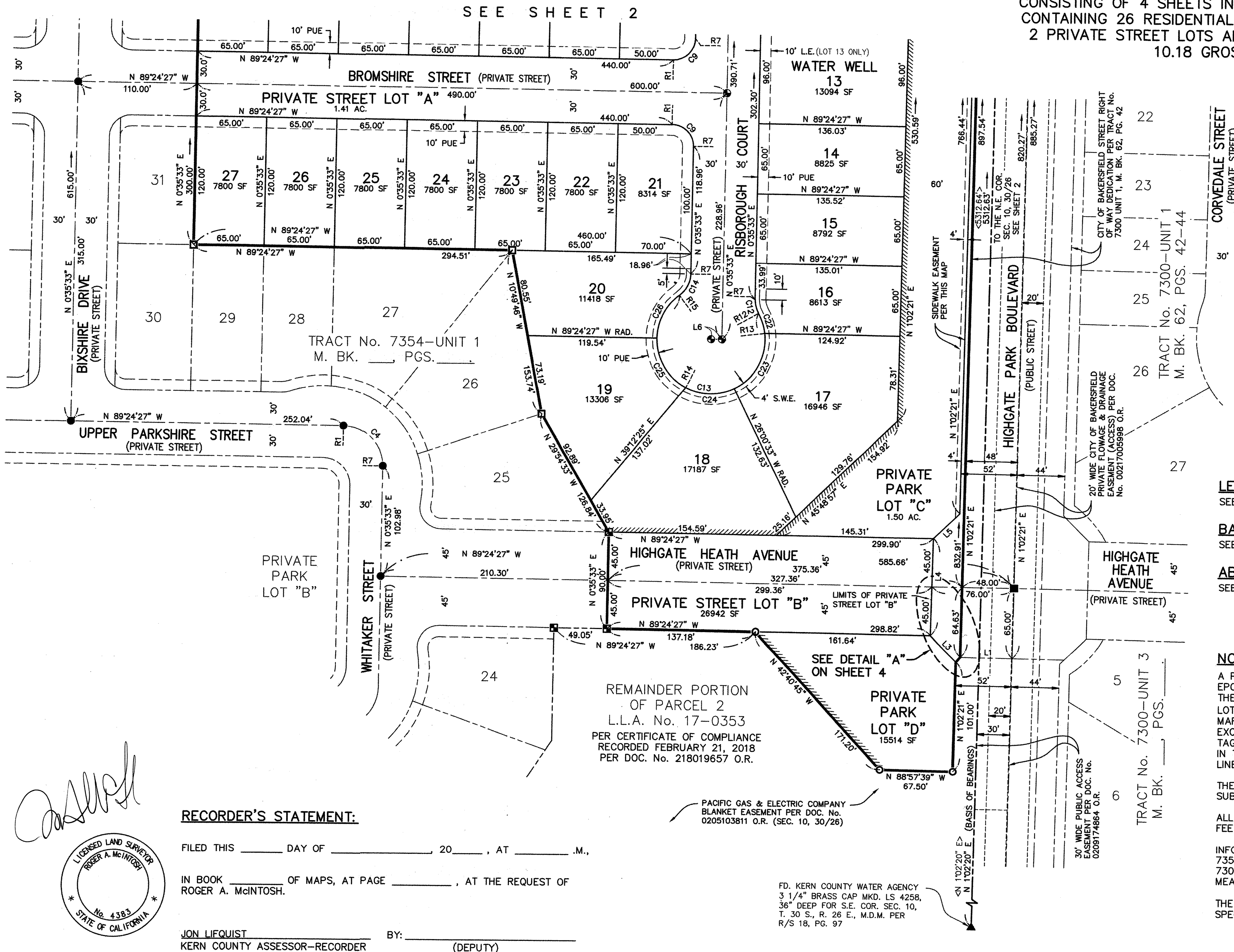
SCALE: 1" = 60'



SEE SHEET 3

TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)



TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES

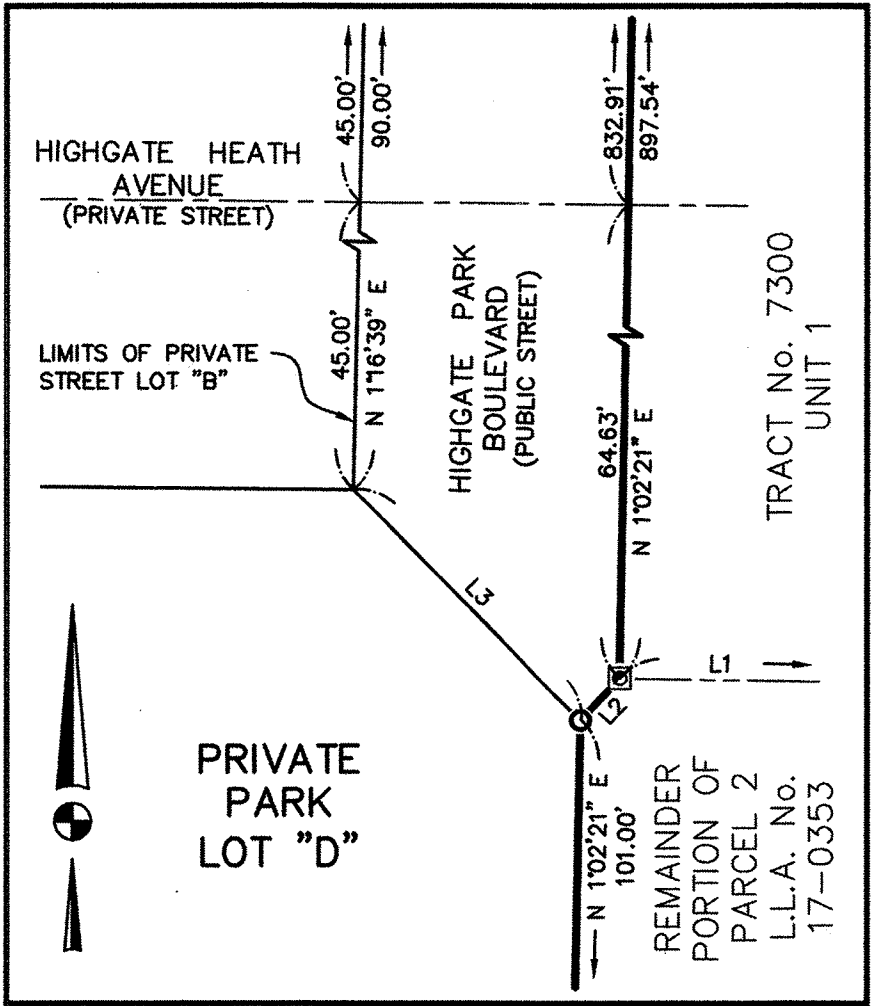
LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- SET PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7354 UNIT 1, M. BK. _____, PGS. _____
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7354 UNIT 1, M. BK. _____, PGS. _____
- FOUND PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
PER TRACT No. 7354 UNIT 1, M. BK. _____, PGS. _____
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- FOUND PENNY BRASS TAG ON WALL OR CONC. MKD. L.S. 4383
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- < > RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY
No. 2918, BOOK 25, PAGE 49

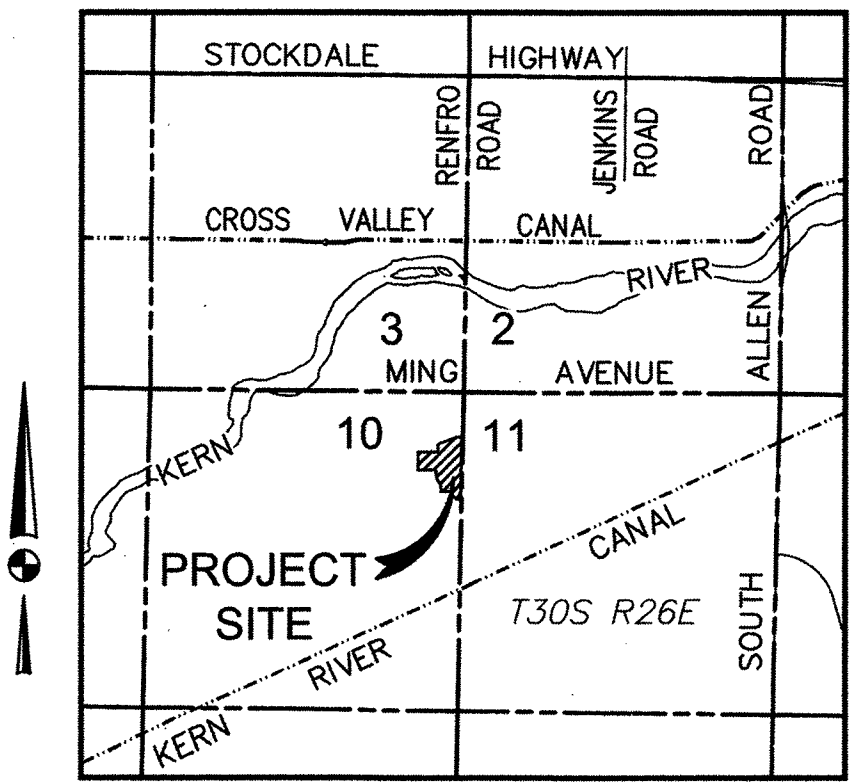
////// INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

ABBREVIATIONS

FD. FOUND	DOC. DOCUMENT
℄ CENTERLINE	No. NUMBER
L.H. LAMPHOLE	M. MAP
CONC. CONCRETE	R/S RECORD OF SURVEY
MON. MONUMENT	BK. BOOK
B.C. BRASS CAP	PG. PAGE
I.P. IRON PIPE	O.R. OFFICIAL RECORDS
L.S. LAND SURVEYOR	T. 30 S. TOWNSHIP 30 SOUTH
SEC. SECTION	R. 26 E. RANGE 26 EAST
COR. CORNER	M.D.M. MOUNT DIABLO MERIDIAN
RAD. RADIAL	AC. ACRES
PUE PUBLIC UTILITIES EASEMENT	SF SQUARE FEET
S.W.E. SIDEWALK EASEMENT PER SEPARATE DOCUMENT	L.E. LANDSCAPE EASEMENT PER SEPARATE DOCUMENT
L1 LINE NUMBER FOR DATA (SEE LINE TABLE)	
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)	
R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)	



DETAIL "A"
SCALE: 1"=20'



VICINITY MAP
NO SCALE

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	455.00'	89.74'	45.02'	11°18'02"
C2	100.00'	51.18'	26.17'	29°19'34"
C3	100.00'	50.07'	25.57'	28°41'07"
C4	37.00'	58.12'	37.00'	90°00'00"
C5	300.00'	113.08'	57.22'	21°35'50"
C6	500.00'	192.37'	97.39'	22°02'38"
C7	100.00'	46.56'	23.71'	26°40'45"
C8	100.00'	4.62'	2.31'	2°38'49"
C9	20.00'	31.42'	20.00'	90°00'00"
C10	25.00'	18.69'	9.81'	42°50'00"
C11	50.00'	231.84'	53.93'	265°40'01"
C12	25.00'	13.06'	6.68'	29°55'35"
C13	50.00'	229.56'	56.46'	263°03'24"
C14	25.00'	23.18'	12.50'	53°07'48"
C15	100.00'	101.25'	55.44'	58°00'41"
C16	50.00'	40.63'	21.51'	46°33'29"
C17	50.00'	44.26'	23.70'	50°42'57"
C18	50.00'	42.41'	22.57'	48°35'48"
C19	50.00'	43.33'	23.13'	49°39'23"
C20	50.00'	53.91'	29.91'	61°46'43"
C21	50.00'	7.30'	3.65'	8°21'41"
C22	50.00'	19.69'	9.97'	22°33'40"
C23	50.00'	61.75'	35.51'	70°45'50"
C24	50.00'	46.43'	25.04'	53°12'12"
C25	50.00'	55.33'	30.88'	63°23'54"
C26	50.00'	46.36'	25.00'	53°07'48"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°57'39" W	48.00'
L2	N 42°04'52" E	6.09'
L3	N 44°11'03" W	34.07'
L4	N 1°16'39" E	90.00'
L5	N 45°48'57" E	33.81'
L6	N 89°24'27" W	10.00'

RADIAL TABLE

RADIAL	BEARING
R1	N 0°35'33" E
R2	N 21°00'17" W
R3	N 9°42'14" W
R4	N 59°03'02" E
R5	N 29°43'29" E
R6	N 32°22'17" E
R7	N 89°24'27" W
R8	N 47°45'33" E
R9	N 85°40'58" W
R10	N 54°56'07" W
R11	N 46°34'27" W
R12	N 60°39'58" E
R13	N 83°13'38" E
R14	N 27°11'39" E
R15	N 36°16'39" W

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 14, 2019 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER No. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

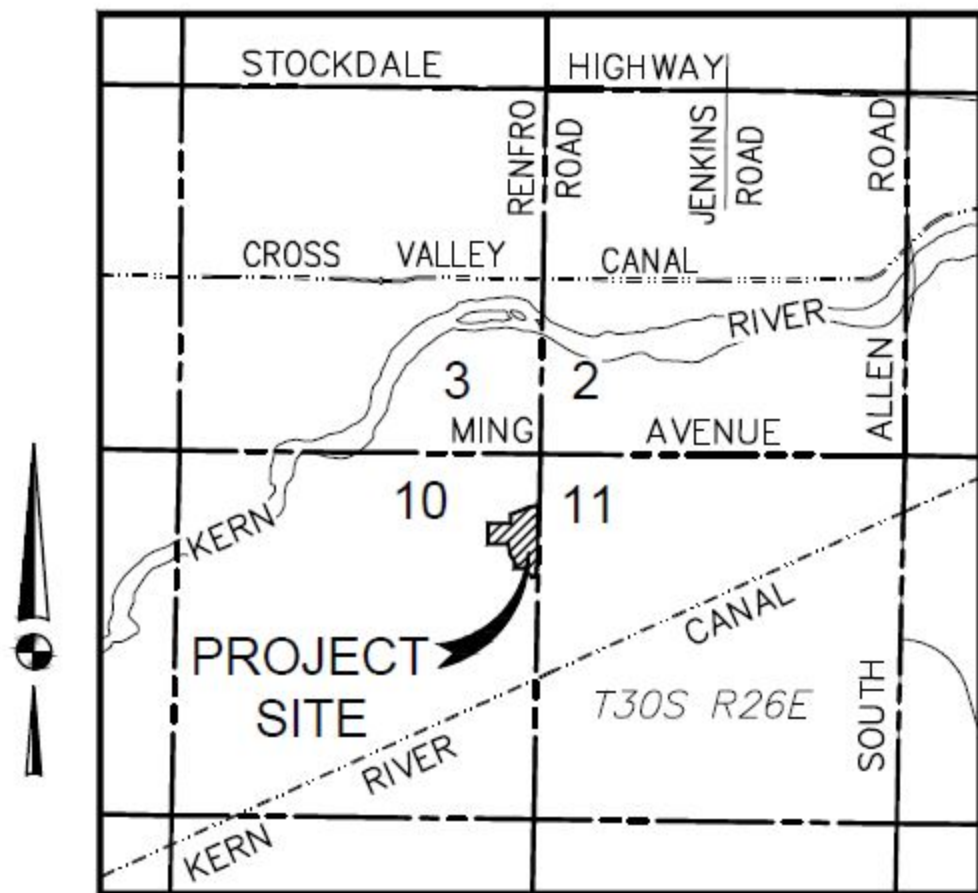
RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)



VICINITY MAP

NO SCALE



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements v.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Agreement with Castle and Cooke California, Inc., a California corporation (\$117,000), for the purchase of real property located southwest of Ming Avenue and Highgate Park Boulevard for a domestic water well site.

STAFF RECOMMENDATION:

Staff recommends approval of agreement.

BACKGROUND:

The City of Bakersfield is acquiring land for the future construction of a domestic water well site to provide drinking water for City customers. The property being acquired is located south of Ming Avenue and west of Highgate Park Boulevard and consists of a single family residential lot measuring approximately 13,094 square feet. The purchase price of \$117,000 represents the fair market value and is a product of negotiations based on an appraisal obtained by staff for a water well site within the same area.

Funding for the purchase is budgeted in the Domestic Enterprise Fund. There is no General Fund impact to this transaction.

ATTACHMENTS:

Description	Type
▣ Agreement	Agreement
▣ Tract 7354 Unit 2	Exhibit

AGREEMENT NO. _____

CONTRACT TO PURCHASE REAL PROPERTY

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("BUYER" herein), and **CASTLE & COOKE CALIFORNIA, INC.** a California Corporation, ("SELLER" herein).

RECITALS:

WHEREAS, SELLER holds fee title to that certain real property generally located in Section 10, Township 30 South, Range 26 East, Mount Diablo Base & Meridian, being located at the south of Ming Avenue and West of Highgate Park Boulevard, in Southwest Bakersfield, also known as Lot 13 of Tentative Tract 7354 Unit 2 ("The Property"), being a portion of APN 523-540-38; and

WHEREAS, it is the intent of the parties that this agreement satisfy Resolution 84-19, "Conditions of Approval" items number 18 and 19; and

WHEREAS, BUYER has determined a need for The Property as a domestic water well site and has authorized its purchase; and

WHEREAS, BUYER desires to purchase The Property for the purpose of constructing and operating a domestic water well; and

WHEREAS, prior to purchasing The Property BUYER may need to determine if the underlying aquifer is suitable for the production of domestic water; and

WHEREAS, SELLER is willing to allow BUYER to drill a test well to determine the suitability of the aquifer; and

WHEREAS, it is the intent of the parties that the purchase price is to include any and all claims for compensation and/or payment arising from this acquisition.

WHEREAS, it is the intent of the parties to set forth all the covenants and conditions for purchase by BUYER of said real property and improvements thereon; and

NOW, THEREFORE, incorporating the above recitals herein, BUYER and SELLER mutually agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell and BUYER agrees to purchase The Property in accordance with all the covenants and conditions set forth in this Agreement.

2. PURCHASE PRICE AND REIMBURSEMENT: The purchase price of One Hundred Seventeen Thousand Dollars and no cents (\$117,000.00) represents the Property's fair market value as established by negotiations. Prior to the close of escrow BUYER shall deposit the purchase price and closing costs into an escrow account with Ticor Title Insurance Company, herein "Escrow Holder" and "Title Company", located at 10000 Stockdale Highway, Suite 100, Bakersfield, CA.

3. SELLER'S RESPONSIBILITIES.

3.1 SELLER shall be responsible for the costs of off-site improvements, including, but not limited to, streets, curbs, gutters, medians, sidewalks, utility extensions; and any improvements in the streetscape easements as per conditions of approval. SELLER shall cause these improvements to be constructed, or enter into a secured Improvement Agreement for the completion of the improvements with the City, prior to applying for any building permit for the residential Lots within Tract 7354 Unit 2.

3.2 Prior to the close of escrow SELLER shall have surveyor's monuments placed at the corners of The Property for proper location and field identification.

3.3 SELLER shall install electrical conduit of sufficient size to carry 480 volts 3-Phase electric service to the Property.

4. OFF-SITE IMPROVEMENT COVENANT. If the Off-site improvements for the tract have not been completed and accepted by the city prior to the close of escrow the following covenant shall be placed in the grant deed conveying title to The Property to BUYER to impart constructive notice of SELLER's responsibilities set forth herein: "SELLER shall be responsible for the cost of constructing the off-site improvements for the property herein described. Off-site improvements shall include: streets, curbs, gutters, medians, sidewalks, all utility extensions customary for a residential improved lot including the upgraded electrical detailed above; and any improvements in the streetscape easements. SELLER shall cause these improvements to be constructed, or enter into a secured Improvement Agreement for the completion of the improvements with the City, prior to applying for any building permit for any residential property adjacent to The Property. This is a covenant running with the land and is a burden on SELLER's lands within Tract 7354 Unit 2."

5. SELLER'S CONTINGENCY. The closing of this transaction is contingent upon the satisfaction or waiver of the following contingency: The final tract map for Tract 7354 Unit 2 must record on or before December 31, 2019. The foregoing contingency must be satisfied prior to any obligation of the SELLER to become effective. The failure to complete the contingency by December 31, 2019, or within any mutually-agreed extended time, shall terminate this Agreement with no liability of SELLER for any direct or consequential damages.

The above contingency is for the benefit of, and may be waived in writing by, SELLER and may be elsewhere herein referred to as "SELLER's contingencies."

6. BUYER'S CONTINGENCIES. The closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. Each of these contingencies must be satisfied prior to any obligation of the BUYER to become effective. The failure to complete these contingencies within 60 days of recording a final tract map or within any mutually-agreed extended time, shall terminate this Agreement with no liability of BUYER for any direct or consequential damages.

6.1 Water Quality. Prior to the Close of Escrow, BUYER may drill a test well to take water samples to determine if the underlying aquifers can economically produce water suitable for domestic consumption. Such determination shall be at the sole discretion of BUYER. If it is determined that The Property is not suitable for the production of domestic water BUYER's shall be relieved of its obligation to purchase The Property and shall restore The Property as set forth in Section 25 & 26 of this agreement and Seller shall be relieved of the conditions as set forth in the Conditions of Approval for Tract 7354 Unit 2.

6.2 City Council Approval. Approval of the purchase agreement by the Bakersfield City Council.

6.3 Opening of Escrow. The parties shall open escrow within five (5) working days of the recordation of the final map for Tract 7354 Unit 2.

6.4 Preliminary Title Report and Documents. Within ten (10) working days of the recordation of the final map for Tract 7354 Unit 2, the following shall occur:

6.4.1 SELLER shall obtain a preliminary title report (herein "PTR") concerning The Property, issued by Escrow Holder, together with copies of reproducible documents referred to in such PTR, if any;

6.4.2 SELLER shall provide BUYER copies of all currently effective unrecorded tenant leases, licenses, or other agreements known to SELLER and relating to The Property;

6.4.3 BUYER shall deliver to Escrow Holder its written approval or disapproval of any exceptions to the title referred to in paragraphs 5.4.1 and 5.4.2 above within ten (10) working days after BUYER's receipt thereof. If, after receipt of disapproval of any exceptions to the title, SELLER does not elect to cure all of said exceptions then BUYER shall have the right either to accept title to The Property subject to said exceptions, thereby waiving any and all claims against SELLER by reason thereof, or to terminate this Agreement. BUYER shall give SELLER such written notice of BUYER's election within the ten (10) working

days after receipt of SELLER's election not to cure. If BUYER elects to terminate this Agreement, thereafter neither SELLER nor BUYER shall have any further liability hereunder, except that BUYER shall be entitled to the prompt return of all funds deposited by BUYER with Escrow Holder, less reasonable escrow cancellation fees and costs and title company charges which BUYER hereby agrees to pay.

6.5 Title Insurance. Title Company will issue a CLTA title policy insuring title in BUYER's name in an amount equal to the purchase price.

6.6 Site Assessment. A favorable environmental site assessment to be performed by BUYER, at BUYER's expense.

6.7 Documents. The delivery of all documents and the due performance by SELLER of each and every undertaking and agreement to be performed by SELLER under this Agreement.

6.8 Material Change. No material change, as hereinafter defined, shall have occurred with respect to The Property which has not been approved in writing by BUYER. For purposes of this Agreement, a "material change" shall be a change in the status of the use, occupancy, tenants, or condition of The Property as reasonable expected by the BUYER, that occurs after the date of this Agreement and prior to the close of escrow. BUYER shall have twenty (20) days following receipt of written notice from any source of any such material change within which to approve or disapprove same. Unless otherwise notified in writing by either party, Escrow Holder shall assume that no material change has occurred prior to the close of escrow.

6.9 No Existing Leases and Tenancy Statements. SELLER represents that there are no leases, subleases, or rental arrangements (herein the "existing leases") and there will be no existing leases at the close of escrow.

6.10 Disclosure of Conditions. SELLER shall disclose all known conditions affecting The Property, and SELLER will provide to BUYER, within five (5) working days of the recordation of the final map for Tract 7354 Unit 2, all documents, reports, plans, and citations pertaining to The Property possessed by SELLER or SELLER's employees, agents or contractors. BUYER will have ten (10) working days to review such disclosures and material and to determine whether BUYER will proceed with the purchase.

6.11 Other Agreements. SELLER shall, within five (5) working days of the recordation of the final map for Tract 7354 Unit 2, provide BUYER with legible copies of all other agreements known to SELLER that will affect The Property after the closing.

6.12 Unrecorded Title Matters. SELLER has no actual knowledge of

any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges, or other matters which affect the title of The Property that are not recorded in the Official Records of the Kern County Recorder.

6.13 Possessory Rights. SELLER has no knowledge that anyone or any entity will, at the time of the closing, have any right to possession of The Property, except as disclosed by the SELLER in writing to BUYER.

All of the above contingencies are for the benefit of, and may be waived in writing by, BUYER and may be elsewhere herein referred to as "BUYER's contingencies."

7. SELLER'S WARRANTIES. SELLER hereby makes the following warranties and representations, as of the date of this Agreement, to BUYER which shall survive the closing and delivery of the Grant Deed for a period of one (1) year.

7.1 Authority of SELLER. SELLER warrants and represents that they are the sole owners, in fee simple, of and have the right and legal ability to transfer said property to the BUYER as set forth in this Agreement.

7.2 Legal Proceedings. SELLER has no knowledge of any actions, lawsuits, or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court, or tribunal that would affect The Property or the right to occupy or utilize same.

7.3 Bankruptcy Proceedings. SELLER is not the subject of a bankruptcy, insolvency, or probate proceeding and has not notice of knowledge that any tenant, lessee, or other person/entity possessing an interest in The Property is the subject of a bankruptcy or insolvency proceeding.

8. CONVEYANCE OF TITLE. SELLER agrees to convey to BUYER marketable fee simple title to The Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes, excepting those agreed to in writing by BUYER. The amount of any bond or assessment which is a lien shall be paid by SELLER, subject to approval of title report. SELLER shall execute a Grant Deed which conveys clear title to The Property to BUYER and deliver same to Escrow Holder within fifteen (15) days of the opening of escrow. Any and all water and mineral rights owned by Seller, if any, accruing to The Property shall also be transferred to BUYER without reservation. Further, SELLER acknowledges that the purchase of The Property includes all abutters' rights of access to the Property from SELLER's remaining property adjacent to The Property.

9. CLOSING COSTS. BUYER shall be responsible for all normal and reasonable escrow fees, including the costs of title insurance. SELLER shall be responsible for the costs to clear title and all real property taxes and assessments

accruing up to the close of escrow. SELLER shall fully pay the amount of any bond or assessment which is a lien upon The Property prior to the close of escrow.

10. ESCROW INSTRUCTIONS. Within fifteen (15) working days of the Opening of Escrow, each party shall deliver to the Escrow Holder any appropriately executed escrow instructions or file a written protest detailing what instructions are not acceptable. This Agreement shall serve as the parties' instructions to the Escrow Holder and shall become part of the escrow instructions for consummation of the purchase and sale of The Property. BUYER and SELLER agree to execute such additional and supplementary instructions as may be appropriate or required by Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between this Agreement and any additional or supplementary escrow instructions, the terms of this Agreement shall control, unless the parties jointly agree to the contrary. Said escrow instructions are incorporated herein by this reference.

11. CLOSING DATE. Escrow shall close no later than thirty (30) days after the satisfaction of all contingencies set forth herein, unless extended by mutual written agreement of both parties.

12. POSSESSION OF SELLER'S PARCEL. SELLER agrees to give possession of The Property to BUYER at the close of escrow, at which time The Property will be totally vacated and cleared of all debris and tenancies.

13. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

15. TIME. Time is of the essence in this Agreement.

16. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

17. BROKERS AND FINDERS. The parties acknowledge and represent that BUYER shall pay no commission to any broker or finder in connection with the purchase and sale of The Property.

18. **MERGER AND MODIFICATION.** This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

19. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

20. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

21. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

22. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

23. **HAZARDOUS MATERIALS.**

23.1 SELLER knows of no hazardous material(s) stored, dumped or in any way placed in, on, over or about The Property. SELLER knows of no activities, either public or private, wherein SELLER or a third party has placed or dumped any hazardous material of any nature in, on, over, or about The Property. SELLER takes full responsibility for cleaning up any hazardous material placed in, on or about The Property at any time prior to BUYER taking title and will fully indemnify, defend, and hold BUYER, and BUYER's Council, Mayor, officers, agents, representatives, employees, successors, and assigns, harmless from any and all liability, claims, actions, injuries, losses, causes of action or demands whatsoever arising from hazardous materials found in, on, over, or about The Property placed prior to BUYER taking title.

23.2 As used herein, the term "hazardous material" shall mean any hazardous or toxic wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Section 172.101) or by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 3.02) and amendments thereto, or any substances, materials, and wastes that are or become regulated under any applicable local, state, or

federal law.

24. ASSIGNMENT. Either BUYER or SELLER shall have the right to assign this Agreement and all of their respective rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law), effective upon written notice by the assignor to the other party, together with a copy of an assignment and assumption agreement signed by the assignor and assignee pursuant to which the assignee agrees to accept and assume all obligations of the assignor under this Agreement.

25. NON-INTEREST. No officer or employee of BUYER shall hold any interest in this Agreement (California Government Code section 1090).

26. EASEMENT FOR TEST WELL. SELLER agrees to grant BUYER a temporary construction easement to facilitate the drilling of the test well. Said easement shall extend one hundred fifty (150) feet surrounding the outer boundaries of The Property. Said easement shall automatically terminate upon the recordation of a Notice of Completion of the water well.

27. PROPERTY RESTORATION. In the event that testing determines the site cannot be completed as a domestic water well site BUYER agrees to abandon the test well in such a manner that there will be no future restrictions on the development of the surface or down to a depth of ten (10) feet and restore The Property and easement area to its original condition as practically possible.

28. NOTICES. All notices relative to this Agreement shall be given in a writing and shall be sent by certified or registered mail and be effective upon posting in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

To BUYER: City of Bakersfield
Attention: Renee Williams
1600 Truxtun Avenue
Bakersfield, CA 93301

To SELLER: Castle & Cooke California, Inc.
Attention: Sr. Vice President of Operations
10000 Stockdale Hwy, Suite 300
Bakersfield, California 93311

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

"BUYER"

CITY OF BAKERSFIELD

By: _____

KAREN GOH

Mayor

"SELLER"

CASTLE & COOKE CALIFORNIA, INC.,
a California corporation

By: _____

Name: Scott R. Thayer

Title: SVP

By: _____

Name: Laura Whitaker

Title: President

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

RICHARD L. IGER

Deputy City Attorney

APPROVED AS TO CONTENT:

WATER RESOURCES DEPARTMENT

By: _____

ART R. CHIANELLO, P.E.

Water Resources Manager

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

RI:dll

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Kern

On November 20, 2019 before me, Sarah Stamboolian, Notary Public,
(insert name and title of the officer)

personally appeared Scott R. Thayer and Laura Whitaker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are
subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in
~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES

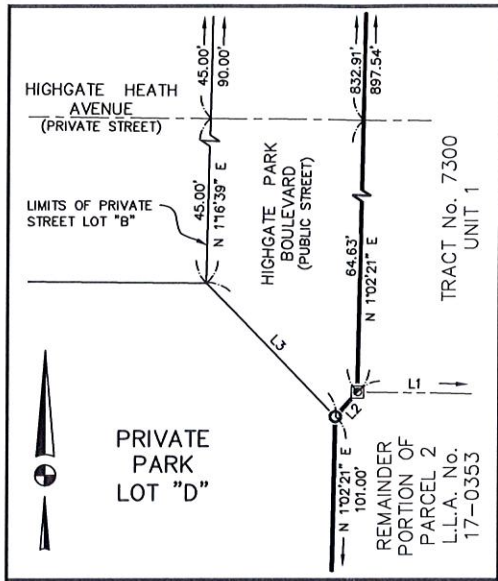
LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
 - SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
 - ⊙ SET CONC. MON. IN L.H. W/BASS CAP STAMPED "L.S. 4383"
 - ⊕ SET PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
 - FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7354 UNIT 1, M. BK. _____ PGS. _____
 - FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7354 UNIT 1, M. BK. _____ PGS. _____
 - ⊕ FOUND PENNY BRASS TAG ON WALL OR CONC. MARKED "L.S. 4383"
PER TRACT No. 7354 UNIT 1, M. BK. _____ PGS. _____
 - FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7299 UNIT 2, M. BK. 62, PGS. 117-120
 - FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H.
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
 - ⊕ FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
 - ⊕ FOUND PENNY BRASS TAG ON WALL OR CONC. MKD. L.S. 4383
PER TRACT No. 7300 UNIT 1, M. BK. 62, PGS. 42-44
- < > RECORD BEARING AND/OR DISTANCE PER RECORD OF SURVEY
No. 2918, BOOK 25, PAGE 49

////// INDICATES WAIVER OF DIRECT ACCESS PER THIS MAP

ABBREVIATIONS

FD. FOUND	DOC. DOCUMENT
CL CENTERLINE	No. NUMBER
L.H. LAMPHOLE	M. MAP
CONC. CONCRETE	R/S RECORD OF SURVEY
MON. MONUMENT	BK. BOOK
B.C. BRASS CAP	PG. PAGE
I.P. IRON PIPE	O.R. OFFICIAL RECORDS
L.S. LAND SURVEYOR	T. 30 S. TOWNSHIP 30 SOUTH
SEC. SECTION	R. 26 E. RANGE 26 EAST
COR. CORNER	M.D.M. MOUNT DIABLO MERIDIAN
RAD. RADIAL	AC. ACRES
PUE PUBLIC UTILITIES EASEMENT	SF SQUARE FEET
S.W.E. SIDEWALK EASEMENT PER SEPARATE DOCUMENT	L.E. LANDSCAPE EASEMENT PER SEPARATE DOCUMENT
L1 LINE NUMBER FOR DATA (SEE LINE TABLE)	
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)	
R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)	



DETAIL "A"
SCALE: 1"=20'



VICINITY MAP
NO SCALE

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	455.00'	89.74'	45.02'	11°18'02"
C2	100.00'	51.18'	26.17'	29°19'34"
C3	100.00'	50.07'	25.57'	28°41'07"
C4	37.00'	58.12'	37.00'	90°00'00"
C5	300.00'	113.08'	57.22'	21°35'50"
C6	500.00'	192.37'	97.39'	22°02'38"
C7	100.00'	46.56'	23.71'	26°40'45"
C8	100.00'	4.62'	2.31'	2°38'49"
C9	20.00'	31.42'	20.00'	90°00'00"
C10	25.00'	18.69'	9.81'	42°50'00"
C11	50.00'	231.84'	53.93'	265°40'01"
C12	25.00'	13.06'	6.68'	29°55'35"
C13	50.00'	229.56'	56.46'	263°03'24"
C14	25.00'	23.18'	12.50'	53°07'48"
C15	100.00'	101.25'	55.44'	58°00'41"
C16	50.00'	40.63'	21.51'	46°33'29"
C17	50.00'	44.26'	23.70'	50°42'57"
C18	50.00'	42.41'	22.57'	48°35'48"
C19	50.00'	43.33'	23.13'	49°39'23"
C20	50.00'	53.91'	29.91'	61°46'43"
C21	50.00'	7.30'	3.65'	8°21'41"
C22	50.00'	19.69'	9.97'	22°33'40"
C23	50.00'	61.75'	35.51'	70°45'50"
C24	50.00'	46.43'	25.04'	53°12'12"
C25	50.00'	55.33'	30.88'	63°23'54"
C26	50.00'	46.36'	25.00'	53°07'48"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°57'39" W	48.00'
L2	N 42°04'52" E	6.09'
L3	N 44°11'03" W	34.07'
L4	N 1°16'39" E	90.00'
L5	N 45°48'57" E	33.81'
L6	N 89°24'27" W	10.00'

RADIAL TABLE	
RADIAL	BEARING
R1	N 0°35'33" E
R2	N 21°00'17" W
R3	N 9°42'14" W
R4	N 59°03'02" E
R5	N 29°43'29" E
R6	N 32°22'17" E
R7	N 89°24'27" W
R8	N 47°45'33" E
R9	N 85°40'58" W
R10	N 54°56'07" W
R11	N 46°34'27" W
R12	N 60°39'58" E
R13	N 83°13'38" E
R14	N 27°11'39" E
R15	N 36°16'39" W

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 14, 2019 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER No. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 4 OF 4 SHEETS



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)



TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES

FD. 3 1/2" B.C. MKD. FOR COR.
& RE 3564, DOWN 12" FOR N. 1/4
COR. SEC. 10, 30/26 PER R/S
BK. 18, PG. 97

FD. KERN COUNTY WATER AGENCY
3 1/4" BRASS CAP MKD. LS 4258
FOR N.E. COR. SEC. 10, T. 30 S.,
R. 26 E., M.D.M. PER BK. 18,
PG. 97

BASIS OF BEARINGS

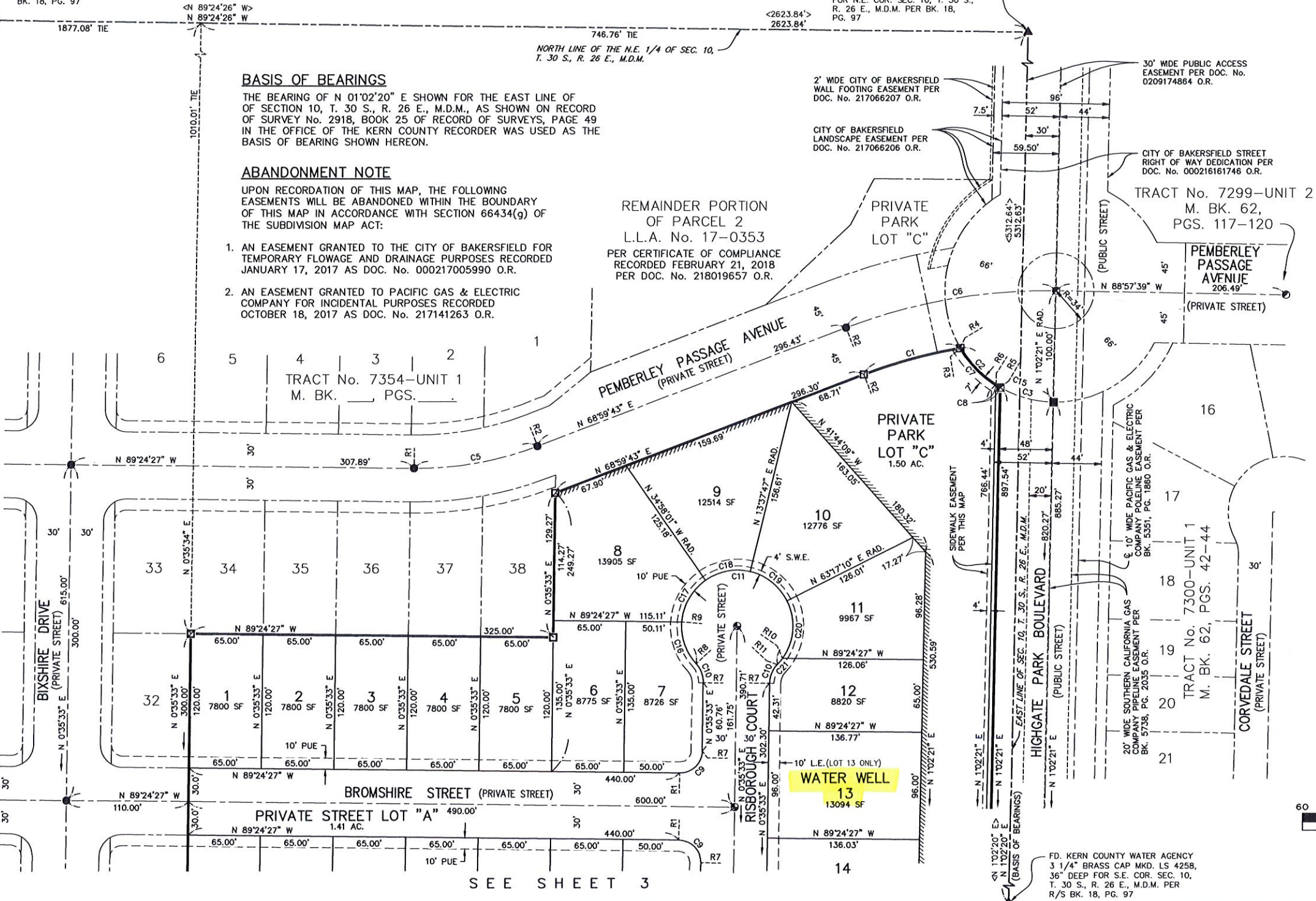
THE BEARING OF N 01°02'20" E SHOWN FOR THE EAST LINE OF
OF SECTION 10, T. 30 S., R. 26 E., M.D.M., AS SHOWN ON RECORD
OF SURVEY No. 2918, BOOK 25 OF RECORD OF SURVEYS, PAGE 49
IN THE OFFICE OF THE KERN COUNTY RECORDER WAS USED AS THE
BASIS OF BEARING SHOWN HEREON.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING
EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY
OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF
THE SUBDIVISION MAP ACT:

1. AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR
TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED
JANUARY 17, 2017 AS DOC. No. 000217005990 O.R.
2. AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC
COMPANY FOR INCIDENTAL PURPOSES RECORDED
OCTOBER 18, 2017 AS DOC. No. 217141263 O.R.

REMAINDER PORTION
OF PARCEL 2
L.L.A. No. 17-0353
PER CERTIFICATE OF COMPLIANCE
RECORDED FEBRUARY 21, 2018
PER DOC. No. 218019657 O.R.

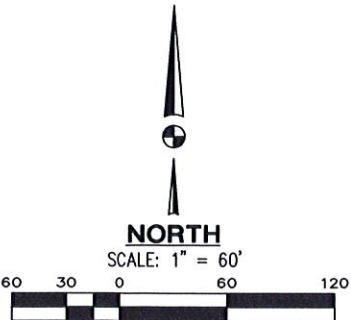


NOTES

SEE SHEET 3

LEGEND

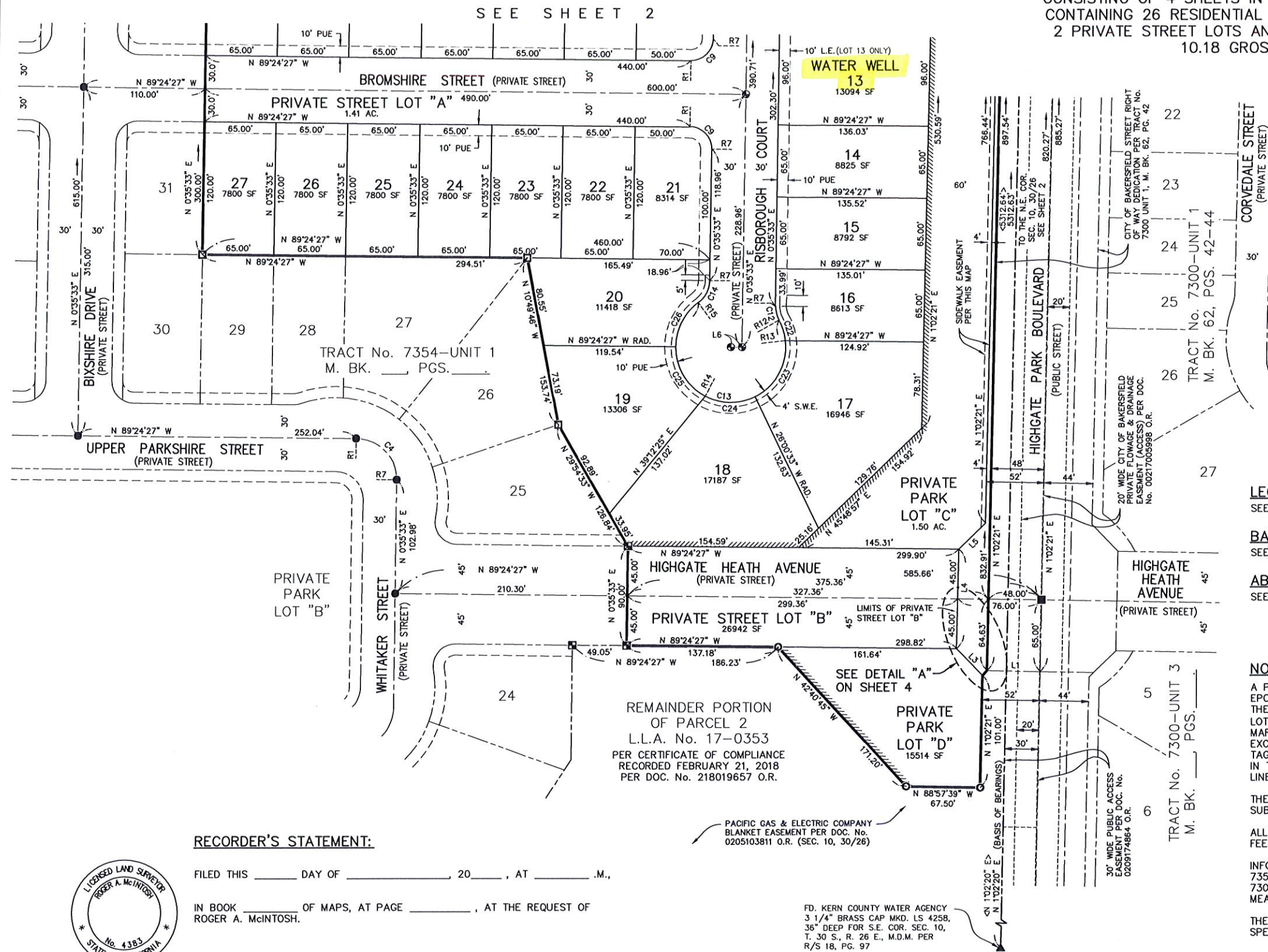
SEE SHEET 4



SHEET 2 OF 4 SHEETS

TRACT No. 7354-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 26 RESIDENTIAL LOTS, 1 WATER WELL LOT,
2 PRIVATE STREET LOTS AND 2 PRIVATE PARK LOTS
10.18 GROSS ACRES



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIEQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)





ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements w.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/15/2019
WARD: Ward 5
SUBJECT: Agreement with RGF Land Company, Inc., a California corporation (\$160,000), for the purchase of real property located west of Gosford Road between Panama Lane and Berkshire Road for a domestic water well site.

STAFF RECOMMENDATION:

Staff recommends approval of agreement.

BACKGROUND:

The City of Bakersfield is acquiring land for the future construction of a domestic water well site to provide drinking water for City customers. The property being acquired is located west of Gosford Road between Panama Lane and Berkshire Road and consists of 2 single family residential lots totaling approximately 14,300 square feet. The purchase price of \$160,000 represents the fair market value based on an appraisal received from an independent firm.

Funding for the purchase is budgeted in the Domestic Enterprise Fund. There is no General Fund impact to this transaction.

ATTACHMENTS:

Description	Type
▣ RGF Real Prop Agreement	Agreement
▣ Tract 7261 Phase 1	Exhibit

AGREEMENT NO. _____

CONTRACT TO PURCHASE REAL PROPERTY

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("BUYER" herein), and **RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION**, ("SELLER" herein).

RECITALS:

WHEREAS, SELLER holds fee title to that certain real property generally located in Section 28, Township 30 South, Range 27 East, Mount Diablo Base & Meridian, City of Bakersfield, County of Kern, State of California, being located west of Gosford Road between Panama Lane and Berkshire Road, in Southwest Bakersfield, also known as Lots 44 & 45 of Tentative Tract 7261 phase 1 ("The Property"), being a portion of APN 539-010-45; and

WHEREAS, it is the intent of the parties that this agreement satisfy Resolution 55-14, "Conditions of Approval" items number 9 and 11; and

WHEREAS, due to renumbering and reconfiguration of Tentative Tract 7261 phase 1, the acquisition of lots 2 & 3 mentioned in "Conditions of Approval" item 11 will now be lots 44 & 45 of Phase 1 for Tract 7261; and

WHEREAS, it is the intent of the parties to set forth all the covenants and conditions for purchase by BUYER of said real property and improvements thereon; and

WHEREAS, prior to purchasing The Property BUYER may need to determine if the underlying aquifer is suitable for the production of domestic water; and

WHEREAS, SELLER is willing to allow BUYER to drill a test well to determine the suitability of the aquifer; and

WHEREAS, BUYER has determined a need for The Property as a domestic water well site and has authorized its purchase; and

WHEREAS, it is the intent of the parties that the purchase price is to include any and all claims for compensation and/or payment arising from this acquisition.

NOW, THEREFORE, incorporating the above recitals herein, BUYER and SELLER mutually agree as follows:

1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell and BUYER agrees to purchase The Property in accordance with all the covenants and conditions set forth in this Agreement.

2. PURCHASE PRICE AND REIMBURSEMENT: The purchase price of One Hundred Sixty Thousand Dollars and no cents (\$160,000.00) represents the Property's fair market value as established by an appraisal prepared by Merriman Hurst & Associates, Inc. Prior to the close of escrow BUYER shall deposit the purchase price, reimbursement costs (2.1) and closing costs into an escrow account with Ticor Title Insurance Company, herein "Escrow Holder" and "Title Company", located at 10000 Stockdale Highway, Suite 100, Bakersfield, CA.

2.1 BUYER shall at the close of escrow reimburse the SELLER \$8,586.00 for the cost of design and installation of the conduit to the property to accommodate BUYER'S electrical needs to the well.

3. SELLER'S RESPONSIBILITIES.

3.1 SELLER shall be responsible for the costs of off-site improvements, including streets, curbs, gutters, medians, sidewalks, utility extensions; and any improvements in the streetscape easements (including block walls). SELLER shall cause these improvements to be constructed or enter into a secured Improvement Agreement for the completion of the improvements with the City prior to recording a final subdivision map for any property adjacent to The Property.

3.2 Prior to the close of escrow SELLER shall have surveyor's monuments placed at the corners of The Property for proper location and field identification.

3.3 SELLER shall install electrical conduit of sufficient size to carry 480 volts 3-Phase electric service to the Property.

3.4. SELLER shall construct a block wall along the southern property line of the lots. Said wall shall be approximately 130 feet long and be built in compliance with City standards for a 6.5 to 7 foot block wall. Upon completion of the agreed upon wall, the BUYER shall reimburse the SELLER an amount not to exceed \$14,950.00 for the construction of the wall. Before reimbursement can occur, SELLER must provide proof of completion of the wall and either an invoice for the wall or a formal request for reimbursement/payment from SELLER. Once these items are provided to BUYER and BUYER approves the wall, Property Management will process the payment within 60 days.

4. OFF-SITE IMPROVEMENT COVENANT. If the Off-site improvements for the tract have not been completed and accepted by the city prior to the close of escrow the following covenant shall be placed in the grant deed conveying title to The Property to BUYER to impart constructive notice of SELLER'S responsibilities set forth herein: "Grantor shall be responsible for the cost of constructing the off-site improvements for the property herein described. Off-site improvements shall include: streets, curbs, gutters, medians, sidewalks; **all** utility extensions customary for a residential improved lot including the upgraded electrical detailed above; and any improvements in the streetscape easements. Grantor shall cause these improvements to be constructed or enter into a secured Improvement Agreement for the completion of the improvements with the City prior to recording a final subdivision map for any property adjacent to The Property. This is a covenant running with the land and is a burden on Grantor's adjacent lands."

5. BUYER'S CONTINGENCIES. The closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. Each of these contingencies must be satisfied prior to any obligation of the BUYER to become effective. The failure to complete these contingencies within 30 days of recording a final tract map or within any mutually-agreed extended time, shall terminate this Agreement with no liability of BUYER for any direct or consequential damages.

5.1 Water Quality. BUYER may drill a test well to take water samples to determine if the underlying aquifers can economically produce water suitable for domestic consumption. Such determination shall be at the sole discretion of BUYER. If it is determined that The Property is not suitable for the production of domestic water BUYER's shall be relieved of its obligation to purchase The Property and shall restore The Property as set forth in Section 25 & 26 of this agreement and Seller shall be relieved of the conditions as set forth in the Conditions of Approval for Tract 7261 phase 1.

5.2 City Council Approval. Approval of the purchase agreement by the Bakersfield City Council.

5.3 Opening of Escrow. The parties shall open escrow within five (5) working days of the full execution of this agreement.

5.4 Preliminary Title Report and Documents. Within ten (10) working days of the recordation of the final map for Tract 7261 phase 1, the following shall occur:

5.4.1 SELLER shall obtain a preliminary title report (herein "PTR") concerning The Property, issued by Escrow Holder, together with copies of reproducible documents referred to in such PTR, if any;

5.4.2 SELLER shall provide BUYER copies of all currently effective unrecorded tenant leases, licenses, or other agreements known to SELLER and relating to The Property;

5.4.3 BUYER shall deliver to Escrow Holder its written disapproval of any exceptions to the title referred to in paragraphs 5.4.1 and 5.4.2 above within ten (10) working days after BUYER's receipt thereof. If, after receipt of disapproval of any exceptions to the title, SELLER does not elect to cure all of said exceptions, then BUYER shall have the right either to accept title to The Property subject to said exceptions or to terminate this Agreement. BUYER shall give SELLER such written notice of BUYER's election within the ten (10) working days after receipt of SELLER's election not to cure. If BUYER elects to terminate this Agreement, thereafter neither SELLER nor BUYER shall have any further liability hereunder, except that BUYER shall be entitled to the prompt return of all funds deposited by BUYER with Escrow Holder.

5.5 Title Insurance. Title Company will issue a CLTA title policy insuring title in BUYER's name in an amount equal to the purchase price.

5.6 Site Assessment. A favorable environmental site assessment to be performed by BUYER, at BUYER's expense.

5.7 Documents. The delivery of all documents and the due performance by SELLER of each and every undertaking and agreement to be performed by SELLER under this Agreement.

5.8 Material Change. No material change, as hereinafter defined, shall have occurred with respect to The Property which has not been approved in writing by BUYER. For purposes of this Agreement, a "material change" shall be a change in the status of the use, occupancy, tenants, or condition of The Property as reasonable expected by the BUYER, that occurs after the date of this Agreement and prior to the close of escrow. BUYER shall have twenty (20) days following receipt of written notice from any source of any such material change within which to approve or disapprove same. Unless otherwise notified in writing by either party, Escrow Holder shall assume that no material change has occurred prior to the close of escrow.

5.9 No Existing Leases and Tenancy Statements. SELLER represents that there are no leases, subleases, or rental arrangements (herein the "existing leases") and there will be no existing leases at the close of escrow.

5.10 Disclosure of Conditions. SELLER shall disclose all known conditions affecting The Property, and SELLER will provide to BUYER, within five (5) working days of the recordation of the final map for Tract 7261 phase 1, all documents, reports, plans, and citations pertaining to The Property possessed by SELLER or SELLER's employees, agents or contractors. BUYER will have ten (10) working days to review such disclosures and material and to determine whether BUYER will proceed with the purchase.

5.11 Other Agreements. SELLER shall, within five (5) working days of the recordation of the final map for Tract 7261 phase 1, provide BUYER with legible copies of all other agreements known to SELLER that will affect The Property after the closing.

5.12 Unrecorded Title Matters. SELLER has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges, or other matters which affect the title of The Property that are not recorded in the Official Records of the Kern County Recorder.

5.13 Possessory Rights. SELLER has no knowledge that anyone or any entity will, at the time of the closing, have any right to possession of The Property, except as disclosed by the SELLER in writing to BUYER.

All of the above contingencies are for the benefit of, and may be waived in writing by, BUYER and may be elsewhere herein referred to as "BUYER's contingencies."

6. SELLER'S WARRANTIES. SELLER hereby makes the following warranties and representations, as of the date of this Agreement, to BUYER which shall survive the closing and delivery of the Grant Deed for a period of five (5) years.

6.1 Authority of SELLER. SELLER warrants and represents that they are the sole owners, in fee simple, of and have the right and legal ability to transfer said property to the BUYER as set forth in this Agreement.

6.2 Legal Proceedings. SELLER has no knowledge of any actions, lawsuits, or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court, or tribunal that would affect The Property or the right to occupy or utilize same.

6.3 Bankruptcy Proceedings. SELLER is not the subject of a bankruptcy, insolvency, or probate proceeding and has not notice of knowledge that any tenant, lessee, or other person/entity possessing an interest in The Property is the subject of a bankruptcy or insolvency proceeding.

7. **CONVEYANCE OF TITLE.** SELLER agrees to convey to BUYER marketable fee simple title to The Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, licenses, leases, and taxes, excepting those agreed to in writing by BUYER. The amount of any bond or assessment which is a lien shall be paid by SELLER, subject to approval of title report. SELLER shall execute a Grant Deed which conveys clear title to The Property to BUYER and deliver same to Escrow Holder within fifteen (15) days of the opening of escrow. Any and all water and mineral rights owned by Seller, if any, accruing to The Property shall also be transferred to BUYER without reservation. Further, SELLER acknowledges that the purchase of The Property includes all abutters' rights of access to the Property from SELLER's remaining property adjacent to The Property.

8. **CLOSING COSTS.** BUYER shall be responsible for all normal and reasonable escrow fees, including the costs of title insurance. SELLER shall be responsible for the costs to clear title and all real property taxes and assessments accruing up to the close of escrow. SELLER shall fully pay the amount of any bond or assessment which is a lien upon The Property prior to the close of escrow.

9. **ESCROW INSTRUCTIONS.** Within fifteen (15) working days of the Opening of Escrow, each party shall deliver to the Escrow Holder any appropriately executed escrow instructions or file a written protest detailing what instructions are not acceptable. This Agreement shall serve as the parties' instructions to the Escrow Holder and shall become part of the escrow instructions for consummation of the purchase and sale of The Property. BUYER and SELLER agree to execute such additional and supplementary instructions as may be appropriate or required by Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between this Agreement and any additional or supplementary escrow instructions, the terms of this Agreement shall control, unless the parties jointly agree to the contrary. Said escrow instructions are incorporated herein by this reference.

10. **CLOSING DATE.** Escrow shall close no later than thirty (30) days after the satisfaction of all contingencies set forth herein, unless extended by mutual written agreement of both parties.

11. **POSSESSION OF SELLER'S PARCEL.** SELLER agrees to give possession of The Property to BUYER at the close of escrow, at which time The Property will be totally vacated and cleared of all debris, encumbrances and tenancies.

12. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

13. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

14. **TIME.** Time is of the essence in this Agreement.

15. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

16. **BROKERS AND FINDERS.** The parties acknowledge and represent that BUYER shall pay no commission to any broker or finder in connection with the purchase and sale of The Property.

17. **MERGER AND MODIFICATION.** This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

18. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

19. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

20. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

21. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

22. HAZARDOUS MATERIALS.

22.1 SELLER knows of no hazardous material(s) stored, dumped or in any way placed in, on, over or about The Property. SELLER knows of no activities, either public or private, wherein SELLER or a third party has placed or dumped any hazardous material of any nature in, on, over, or about The Property. SELLER takes full responsibility for cleaning up any hazardous material placed in, on or about The Property at any time prior to BUYER taking title and will fully indemnify, defend, and hold BUYER, and BUYER's Council, Mayor, officers, agents, representatives, employees, successors, and assigns, harmless from any and all liability, claims, actions, injuries, losses, causes of action or demands whatsoever arising from hazardous materials found in, on, over, or about The Property placed prior to BUYER taking title.

22.2 As used herein, the term "hazardous material" shall mean any hazardous or toxic wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Section 172.101) or by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 3.02) and amendments thereto, or any substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

23. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

24. NON-INTEREST. No officer or employee of BUYER shall hold any interest in this Agreement (California Government Code section 1090).

25. EASEMENT FOR TEST WELL. SELLER agrees to grant BUYER a temporary construction easement to facilitate the drilling of the test well. Said easement shall extend one hundred fifty (150) feet surrounding the outer boundaries of The Property. Said easement shall automatically terminate upon the recordation of a Notice of Completion of the water well.

26. PROPERTY RESTORATION. In the event that testing determines the site cannot be completed as a domestic water well site BUYER agrees to abandon the test well in such a manner that there will be no future restrictions on the development of the surface or down to a depth of ten (10) feet and restore The Property and easement area to its original condition as practically possible.

27. NOTICES. All notices relative to this Agreement shall be given in a writing and shall be sent by certified or registered mail and be effective upon posting in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

To BUYER: City of Bakersfield
Attention: Renee Williams
1600 Truxtun Avenue
Bakersfield, CA 93301

To SELLER: RGF Properties
Attention: Tom Dee
9100 Ming Avenue, Suite 120
Bakersfield, California 93311

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.


"BUYER"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"SELLER"
RGF LAND COMPANY, INC., A
CALIFORNIA CORPORATION

By:  _____
JEFFREY A. MEGER
President

APPROVED AS TO FORM:
VIRGINIA GENARO
City Attorney

By:  _____
RICHARD L. IGER
Deputy City Attorney

APPROVED AS TO CONTENT:
WATER RESOURCES DEPARTMENT

By:  _____
ART R. CHIANELLO, P.E.
Water Resources Manager

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

RI:dll

CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES

— Q PANAMA LANE
(BASIS OF BEARINGS)
N. LINE N.W. 1/4
SEC. 28, 30/27

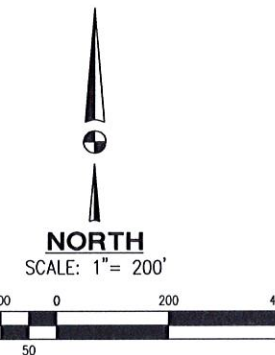
LOT "B"
L.L.A. No. 14-0228
PER CERTIFICATE OF COMPLIANCE
RECORDED SEPTEMBER 23, 2014 AS
DOC. No. 000214115743 O.R.

N. 1/4 COR. SEC. 28, T.30S.,
R. 27E. M.D.M., FD. C.O.B.
CONC. MON. IN L.H. MRK'D.
"REP 4-11-97" PER RECORD
OF SURVEY NO. 3415, R/S
BK. 29, PG. 100

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

 = EASEMENT REFERENCE - SEE SHEET 4

FD.	FOUND	P.M.	PARCEL MAP
L.H.	LAMPHOLE	BK.	BOOK
CONC.	CONCRETE	PG.	PAGE
MKD.	MARKED	O.R.	OFFICIAL RECORDS
I.P.	IRON PIPE	T. 30 S.	TOWNSHIP 30 SOUTH
L.S.	LAND SURVEYOR	R. 27 E.	RANGE 27 EAST
RCE	REGISTERED CIVIL ENGINEER	M.D.M.	MOUNT DIABLO MERIDIAN
W/	WITH	AC.	ACRES
RAD.	RADIAL	S.F.	SQUARE FEET
L1	LINE NUMBER FOR DATA (SEE LINE TABLE)	P.U.E.	PUBLIC UTILITIES EASEMENT
C1	CURVE NUMBER FOR DATA (SEE CURVE TABLE)	WFE	WALL FOOTING EASEMENT
R1	RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)	C.O.B.	CITY OF BAKERSFIELD
		GR	GROSS
		K.C.S.	KERN COUNTY SURVEYOR
DOC.	DOCUMENT	S.F.F.N.	SEARCHED FOR, FOUND NOTHING
No.	NUMBER		
M.	MAP		



THE GRID BEARING OF N 88°57'35" W SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, T. 30 S., R. 27 E. ON K.C.S. FILED MAP No. 7-1 BOOK 6, PAGE 26 WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

BY: _____
(DEPUTY)



CONSISTING OF 5 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 45 RESIDENTIAL LOTS, 1 SUMP LOT AND 2 PUBLIC LANDSCAPE LOTS
13.57 GROSS ACRES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS, A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

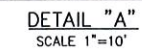
FOR LEGEND, SEE SHEET 3.

1 AN EASEMENT IN FAVOR OF THE PUBLIC FOR PUBLIC ROAD PURPOSES PER SALES
MAP OF LANDS OF KERN COUNTY LAND COMPANY IN SEC. 29, T.30S., R.27E., M.D.M.
FILED JUNE 16, 1897.

2 A STREET RIGHT-OF-WAY DEED IN FAVOR OF THE CITY OF BAKERSFIELD FOR
STREET RIGHT-OF-WAY DEDICATION RECORDED SEPTEMBER 16, 2014 AS DOC. No.
0214112482 OF OFFICIAL RECORDS.

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED
WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF
THE SUBDIVISION MAP ACT:

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED DECEMBER 19, 2017 AS DOC. No. 217174003 O.R.



LINE TABLE			CURVE TABLE					RADIAL TABLE	
LINE	BEARING	DISTANCE	CURVE	RADIUS	LENGTH	TANGENT	DELTA	RADIAL	BEARING
L1	N 43°24'26" W	20.00'	C1	92.00'	103.30'	57.86'	64°20'02"	R1	N20°55'35"
L2	N 01°00'24" E	109.52'	C2	25.00'	3.80'	1.90'	8°42'27"	R2	N12°13'09"
L3	N 43°59'36" W	28.28'	C3	25.00'	8.69'	4.39'	19°55'11"	R3	N88°59'36"
L4	N 88°59'36" W	130.00'	C4	92.00'	16.92'	8.48'	10°32'10"	R4	N71°05'13"
L5	N 46°00'24" E	28.28'	C5	92.00'	53.97'	27.78'	33°36'30"	R5	N81°37'24"
L6	N 01°00'24" E	60.00'	C6	92.00'	50.00'	25.63'	31°08'21"	R6	N02°29'25"
L7	N 01°00'24" E	90.00'	C7	92.00'	37.60'	19.07'	23°25'00"	R7	N20°55'35"
L8	N 01°00'22" E	110.00'	C8	25.00'	8.69'	4.39'	19°55'11"	R8	N01°00'24"
L9	N 88°59'36" W	14.39'	C9	92.00'	208.48'	196.58'	129°50'22"		
L10	N 44°11'49" W	42.58'	C10	25.00'	39.27'	25.00'	90°00'00"		
L11	N 45°48'11" E	42.28'							
L12	N 07°34'03" E	44.20'							
L13	N 07°34'03" E	55.20'							
L14	N 88°59'36" W	50.00'							
L15	N 88°59'36" W	6.72'							
L16	N 01°00'24" E	110.00'							

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

BY: _____
(DEPUTY)



NORTH
SCALE: 1" = 60'



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements x.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/14/2019

WARD:

SUBJECT: Consultant agreements to provide on-call construction inspection services for development projects and the capital improvement program during Fiscal Years 2020-21:

1. Agreement with McIntosh & Associates Engineering, Inc., (not to exceed \$400,000).
2. Agreement with Meyer Civil Engineering, Inc., (not to exceed \$400,000).
3. Agreement with AECOM (not to exceed \$400,000).

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

To expedite the delivery of the Capital Improvement Program (CIP) and to supplement the demand for inspections related to development and subdivisions, staff implemented an "on-call" inspection program in 1996. This program augments City Construction Division staff providing contract inspection services as needed for various City inspection demands. The program has proven to be very effective in maintaining staffing to provide timely response of the City's inspection responsibilities. These agreements will allow these programs to continue and are for construction inspection services for calendar years 2020 and 2021.

In October 2019, staff issued a request for qualifications and proposals (RFQ&P) to local engineering firms. On November 1, 2019, four firms submitted responses: McIntosh & Associates, Meyer Engineering, NV5, and AECOM.

After reviewing the submitted statements of qualifications, and based on qualification scores of individual inspectors and comparison of submitted hourly rates with staff prepared independent cost estimates, staff recommends approval of agreements with the following firms as being the most favorable to the City:

- McIntosh & Associates (two inspectors)

- Meyer Engineering (three inspectors)
- AECOM (three inspectors)

The contract amounts were based on current inspection staffing levels and projected workload. Funding for this agreement will be paid for through the individual project budgets with varying funding sources.

ATTACHMENTS:

Description	Type
▢ RFQ&P Exhibit A On-call Inspection	Exhibit
▢ McIntosh On-call Inspection Agreement	Agreement
▢ McIntosh Fee Schedule Exhibit E	Exhibit
▢ Meyer On-call Inspection Agreement	Agreement
▢ Meyer Fee Schedule Exhibit E	Exhibit
▢ AECOM on Call Inspection Agreement	Agreement
▢ AECOM Fee Schedule Exhibit E	Exhibit

Exhibit A



REQUEST FOR QUALIFICATIONS & PROPOSAL (RFQ&P)

Construction Inspection Services for Public Works Projects,
Calendar Years 2020 and 2021, City of Bakersfield, California

October 4, 2019

I. GENERAL PROGRAM DESCRIPTION

The City of Bakersfield (CITY) desires to enter into agreements with contracting firms which are able to provide the CITY with construction inspection services. Qualified person(s) from contracted firm(s) shall perform construction inspection and/or resident engineer level services on a limited time contract basis. Work under this agreement shall be for Calendar Years 2020 and 2021. It is estimated two (2) to four (4) inspectors will be needed. Inspectors and/or engineers will be assigned to CITY projects based on their experience. The inspectors shall stay with their project until the construction is finished or as otherwise directed by the CITY Construction Superintendent. The contracted firm(s) shall make such individual(s) available to work with a very short notice. These construction inspectors and/or resident engineers are not considered as CITY employees and are not eligible for any of the CITY employees' benefits throughout the terms of the agreement. However, the contracted firms will be under the oversight of the CITY Construction Superintendent and are generally expected to work under an 8-hour work schedule or as otherwise necessary, Monday through Friday with lunch breaks.

For the purpose of this RFQ&P, the term "Contractor" and "Firm" are interchangeable and refer to the selected firm with qualified individual(s) to provide construction inspection services for CITY projects.

The firm and its qualified staff shall execute the City's assignments in a timely manner and in accordance with the City's project schedule. Failure to respond to assignments or failure to complete scheduled work in a timely manner may result in termination of the agreement.

II. SELECTION OF CONTRACTING FIRMS FOR CONSTRUCTION INSPECTION SERVICES

The CITY will award contract(s) to contracting firms with qualified individual(s) after reviewing all the Statement of Qualifications (SOQs) submitted by interested firms. The selection process will be based on the CITY's evaluation of the firm's SOQ and specifically the items listed below.

After the CITY's evaluation of the firm's schedule of hourly billing rates for construction inspection services, the CITY will attempt to negotiate the final fee and enter into an agreement with one or more top ranked firms. If the CITY is unable to reach a contract agreement despite good faith negotiations, the CITY will attempt to negotiate an agreement with the next top ranked firm, etc. At no time will the CITY reenter negotiations with a firm when negotiations have been terminated. The rate schedules shall not be opened until the evaluation of SOQ's and reference checks of all firms are completed and the ranking of firms with qualified individuals has been established.

Items to be evaluated:

- A. The qualifications of the individual(s) that the firm intends to use for construction inspection services.
- B. The experience and past performance of the qualified individual(s) on CITY and other governmental agencies' projects.
- C. The availability of the qualified individual(s) to provide the inspection services and to perform them within the required time frames.
- D. The firm's ability to relate to the project requirements.
- E. Comments received from the CITY's reference checks on those individuals who will be performing the inspection services.

Exhibit A

- F. The firm's submittal and subjective statements.
- G. The information contained in the firm's SOQ submitted in response to this request. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth in this RFQ&P.

Note - A copy of the CITY's Contractor Qualification Evaluation Form is included in this RFQ&P.

Contractors responding to this RFQ&P must include in their submittal package the following items:

- one initialed copy of the draft agreement,
- four (4) copies of your firm's SOQ, including one (1) original and three (3) copies of the "General Information Sheet" (Exhibit "A") signed by a company official and a statement of insurance coverage signed by a company official,
- one copy of your firm's schedule of hourly billing rates/ICR (Exhibit "E"), in a separate sealed envelope labeled with your company's name and the words "On Call Construction Inspection Services, Schedule of Hourly Billing Rates". See statement below regarding the wage portion of billing rates.

Please note that the Contractor is responsible for compliance with all applicable laws including, but not limited to the Labor Code, Public Contract code and Government code of the State of California. The City makes no representation as to the applicability or inapplicability of any laws regarding contracts, and especially the payment of prevailing wages thereunder. The contractor will not hold or seek to hold the City liable for any failure by Contractor to comply with any such laws without regard to whether the City knew, could have known, or should have known as to the necessity of such compliance. State of California prevailing wage rates as determined by the Department of Industrial Relations and/or the Davis-Bacon wage rates may apply to portions of this contract.

The submittal package must be placed into another sealed envelope bearing the name of the firm and the words "On Call Construction Inspection Services for Public Works Projects of the City of Bakersfield", and should be delivered to Mike West, Construction Division, Public Works Annex Building, 1501 Truxtun Avenue, Bakersfield, California, 93301, before 3:00 p.m. on **Friday November 1, 2019.**

Submittals which do not contain the required number of copies and all the information requested in the RFQ&P may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax copies will not be accepted.

III. PROJECT ASSIGNMENT PROCEDURE

When a need for inspection services on construction projects is identified by the CITY Public Works Department, the CITY Construction Superintendent will develop a list of the projects and their respective time frames for which inspection services are needed. He will then contact the firms to assign and coordinate inspection services. If the firm determines that they are unable to meet the CITY's request of assigning certain qualified employee(s) to the CITY project(s) or perform the inspection services according to the CITY's time frame for a specific project, the firm shall inform the CITY of their determination. The CITY will then request inspection services from another firm. Repeated inability to meet the City's request may be grounds for termination of the contract.

IV. SCOPE OF WORK (SERVICES TO BE PROVIDED BY THE FIRM AND ITS QUALIFIED STAFF)

The firm shall provide qualified individual(s) from its staff to provide construction inspection services necessary for the CITY projects. The firm shall have the resources and dedicated staff available in response to this RFQ&P. As a minimum, the firm shall have at least one qualified person available for construction inspection services. The firm shall have an office located within a 45 mile radius of the City of Bakersfield City Hall. The firm shall have the resources to support their qualified individual(s) in such matters as

Exhibit A

transportation need, office space, etc., necessary for them to perform their duties as a construction inspector for the CITY as defined in Sections I and IV of this RFQ&P.

Qualified individual(s) from a firm shall provide construction inspection services for Capital Improvement projects and Development projects within the CITY's jurisdiction. Their duties shall include, but not be limited to the following:

- A. Attend a pre-construction conference held by the CITY regarding the staging of construction and other pertinent matters. Attendance at pre-construction conferences is mandatory.
- B. Provide quality control inspection services as assigned by the CITY. The individual may be assisting a CITY inspector in order to ensure that the project is constructed properly.
- C. Prepare daily reports on CITY provided forms showing men and equipment used on the project, progress of the contractor, measured quantities of work and material, and any discussions with the contractor. A project file shall be kept on CITY projects using the CALTRANS filing system.
- D. Prepare monthly progress payments (using forms provided by the CITY).
- E. The individual must provide their own hard hat, reflective vest and vehicle.
- F. The individual must possess a working mobile phone for communication between the CITY and the individual during working hours.

V. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

- A. The Public Works Department shall provide all services required to plan, supervise, monitor and finance the construction of the project, except for those services to be provided by the contracting firm or the individual as set forth herein above. Also excepted are those services to be provided by a design consultant in cases where a design was prepared by that consultant.
- B. "Specialty Tools" needed for inspection work not specifically required to be provided by the firm, subject to availability. Examples of specialty tools are metal detectors and moisture meters.

VI. STATEMENT OF QUALIFICATIONS OF FIRM AND MINIMUM QUALIFICATIONS OF INDIVIDUAL(S)

All interested firms shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

- A. Resume of all individual(s) who will provide construction inspection services showing that each of them meet the following minimum qualifications: **(NOTE: Only those individuals who meet the minimum qualifications below and who will actually be providing inspection services should be submitted for consideration. Identify these individual(s) as "Construction Inspectors or Resident Engineers")**.
 1. Three (3) years of full time experience as a construction inspector or assistant construction inspector on public works projects. The preferable experience is having provided the detailed, daily inspection of the project, rather than the general observation of the project. This experience should be documented with a list of public works projects on which the individual has provided inspection services. This list should include the project title, a description of the project, a description of the project elements that were inspected by the individual, when the project was constructed, and a description of the inspections performed by the individual and the client's name and telephone number. Each qualified individual should include references for at least four different clients. A list of comparable projects on which individual(s) has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:
 - a. Project title, location and description including size of the project;

Exhibit A

- b. Nature of Individual(s) responsibility;
 - c. Start and end dates of individual(s) involvement in the project;
 - d. Name, address and phone number of the project(s) owner;
 - e. Name and address of individual(s) client if different from the project owner;
 - f. Name and phone number of contact person at individual(s) client's office.
2. Full knowledge of the State of California Department of Transportation, Standard Specifications.
 3. Full knowledge of construction practices for roadway related projects, i.e., curbs, gutters, paving, striping, and traffic signals.
 4. Full knowledge of sewer and storm drain construction practices including pipeline installation, checking pipe grade and trench backfill and compaction.
 5. Familiarity with the City of Bakersfield's Subdivision and Engineering Design Manual.
 6. Working knowledge and familiarity with the Standard Specifications for Public Works Construction (Green Book).
 7. Full knowledge of concrete, soil and asphalt concrete testing methods and procedures.
 8. Familiarity with OSHA safety requirements.
 9. Capable of preparing comprehensive and legible daily reports.
 10. Familiar with change order procedures and capable of preparing change orders.
 11. Knowledgeable in interpreting construction survey stakes.
 12. Place of individual's residency must be within the Bakersfield Metropolitan Area or within a 45-mile radius of the City of Bakersfield City Hall, unless otherwise noted in writing by City prior to acceptance of the SOQ.
- B. Statement of the firm's management philosophy regarding: 1) prompt and timely response to the CITY's request for providing an inspector on a specific project; and, 2) prompt and timely availability of that inspector for the project.
- C. Schedule of hourly billing rate/ICR (Exhibit "E") for all individual(s) who will provide construction inspection services for the CITY. These hourly rates shall be valid for the duration of the agreement. At the firm's option, an additional two billing rates may be included for work beyond the normal hours and on holidays. Up to three billing rates for an individual may be submitted: prevailing normal hours and prevailing overtime and prevailing double time. Note that documentation of prevailing wage rates and any premium overtime rate will be required by certified payroll records if requested by the City. All charges for materials, office space, printing, computers and communication services, transportation, etc., shall be included in the hourly billing rates. These hourly billing rates shall be included in a separate sealed envelope.
- D. A statement of the firm's current insurance coverage signed by a company official. If the current coverage does not meet the limits specified in the draft agreement attached to this RFQ&P, a statement of the firm's ability and intent to obtain the required coverage must be included. Note that professional liability insurance covering errors and omissions is a requirement. Do not submit certificate of insurance in lieu of this statement.
- E. The completed General Information Sheet for the firm, included as Exhibit "A" with this RFQ&P. Official signature is required.
- VII. **AGREEMENT AMOUNT**
- Request for payment of services shall be billed to the CITY in accordance with the firm's schedule of hourly billing rates which is included in the firm's SOQ. The payment request document shall be itemized to show each qualified individual's hours, rate and construction project information (project number and location).

Exhibit A

The rate(s) on the schedule of hourly billing rates may be different for each qualified individual and shall be held constant throughout the full term of the agreement. All charges shall be shown as multiples or fractions of the hourly rate(s) in the schedule and exact to one-half of an hour.

The CITY will **not** allow any other charges such as charges for taxes, materials, use of vehicle, mileage, cellular telephone, pager, and printing or any other incidental or so called "direct" expenses. The hourly rate multiplied by the time spent on inspection and related work shall be the total compensation paid for the services provided to the CITY. The firm will be responsible for compensating their employees in accordance with all applicable labor laws and regulations. The following is a list of the CITY holidays on which construction activities normally are not active:

New Year's Eve	Labor Day
New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

In the event that the construction contractor elects to work on a holiday or weekend, or more than eight (8) hours per day, the inspector will be required to be at the job site during that time frame.

The not-to-exceed compensation amount for each awarded agreement is estimated to be \$400,000. However, the actual amount will depend upon the hourly rate, experience, and the number of qualified individuals approved from each firm and the nature and number of anticipated projects needing inspection services. Funds available for inspection services vary for different projects.

VIII. SOLICITATION CAVEAT

Proposer shall, at proposer's sole cost, in responding to this proposal, and in carrying out the terms of the contract, should a contract be awarded, comply with all of the requirements in municipal, state, and federal authorities now in force, or which may hereafter be in force, and shall faithfully observe in all activities relating to or growing out of this proposal all municipal ordinances and state and federal statutes, rules and regulations, and permitting requirements now in force or which may hereafter be in force.

Addenda issued by the City interpreting or changing any of the items of this Request for Proposal shall be incorporated into this Request for Proposals. The proposer shall sign and date the addenda cover sheet, if any, and submit them with the proposal (or deliver them to the City Construction Division, if proposer has previously submitted its proposal to City). Failure to receive any addenda shall be the sole responsibility of the proposer. Proposer shall check with City to insure all addenda have been received prior to submitting any proposal. City shall not be held liable in any event for failure of proposer to receive addenda or letters of clarification.

It shall be the sole responsibility of proposer to ensure City has proposer's proper address. City is not responsible for any misdirection, late delivery, or non-delivery of mail to proposer.

Proposer shall rely only upon the Request for Proposal, letters of clarification and addenda in submitting proposals. Said proposal, letters of clarification and addenda shall include only those documents so labeled and mailed, faxed or hand-delivered by City to all proposers.

The issuance of this Request for Proposal does not constitute an award commitment on the part of the City; neither shall the City pay for costs incurred in the preparation of or submission of proposals. City reserves the right to reject all proposals. City reserves the right to award all, or a portion of, or none of the work set forth in this Request for Proposals. City does not, by publishing this Request for Proposal, or by awarding a contract to any proposer, guarantee any quantity of work. The City estimates included in this Request for Proposal for work which may be available each year are estimates only and the amount of work actually

Exhibit A

given to any successful proposer may vary widely from the estimates. City reserves the right to terminate the contract for any reason or for no reason at all.

Any protests of the award must be made under the procedure set forth in Bakersfield Municipal Code § 3.20.068. The protest must be made in writing and delivered to the City Clerk at 1600 Truxtun Avenue, Bakersfield, California 93301 with a copy to the City Purchasing Department and the City Attorney's Office. The protest must set forth the specific reasons why the award is improper. The protest will be heard at the City Council meeting in which the award of the project will take place. The protesting party must, at the time of the hearing before the City Council, fill out a speaker's card and request to be heard at the public statement portion of the City Council agenda. The City Council meetings take place at 1501 Truxtun Avenue, Bakersfield, California 93301, unless the location is changed as allowed by law. Any questions concerning the procedures for filing a protest may be made by calling the City Clerk at (661) 326-3767.

All proposals submitted and accepted by City shall, upon acceptance, become the property of the City and shall become a public record upon acceptance.

IX. CONTRACT DOCUMENTS

A draft copy of the City's **CONTRACTOR AGREEMENT** is included as Exhibit "B" with this RFQ&P. Please review the agreement carefully. This is the agreement the **CONTRACTOR** will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that Statements of Qualifications are due. If approved, the City will then issue the changes to all prospective consultants prior to the due date.

An officer of the firm must **initial** and return the draft Contractor's Agreement included in the RFQ&P. The acknowledgment indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated on the enclosed draft copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQ's.

The provisions included in Exhibit "D" shall be considered as part of the contractors agreement and this contract.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review it carefully prior to submitting the draft agreement.

"I have received and reviewed the draft **CONTRACTOR'S AGREEMENT** including the **INDEMNITY** clause which was sent to me with the City's RFQ&P. My initials below signify our firm's acceptance of a final version of the same contract except for "Scope of Work" and "Compensation" clauses if our firm is selected for awarding a contract as described in said RFQ&P for On Call Construction Inspection Services of City public works projects.

The **CONTRACTOR** shall not be allowed to alter or negotiate contract language after the submittal of **CONTRACTOR'S** Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the **CONTRACTOR'S** proposal and the retaining of a different consultant by the City.

At the time of agreement execution, the Contractor will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

X. DISADVANTAGED BUSINESS PROGRAM (DBE) PARTICIPATION

The City of Bakersfield is a recipient of Federal Highway Administration or FHWA funds and as a condition of receiving these funds, the City implemented the Caltrans' Race Conscious Disadvantaged Business Enterprise Program, commonly referred to as the DBE Program. The DBE Program is based on federal regulations mandated by the U.S. Department of Transportation or DOT. It is the policy of the City of Bakersfield to ensure

Exhibit A

that DBEs, as defined in these federal regulations, have an equal opportunity to receive and participate in DOT-assisted contracts.

The Contractor shall ensure that DBE firms, as defined by the DBE Program, shall have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for such assurance. The City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

Refer to Exhibit 9-A "California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies." This Exhibit serves as the foundation for the City of Bakersfield's DBE Program.

Federal regulations require the computation of specific DBE Project goals for each FHWA funded project. **The DBE Goal for these projects has been calculated to be 0.0%:**

The Contractor will have to either meet the DBE Project Goal shown above, or document adequate Good Faith Efforts were conducted to try to meet this goal. If a ranked Contractor does not meet the goal and the City determines that the Good Faith Effort was not adequate, the Contractor will be rejected and the City will negotiate with the next highest ranked firm.

Upon successful negotiation of an agreement with a contractor to provide the services requested in this RFQ&P, the Contractor will be required to submit the following documents (forms) with the executed agreement. These forms will be required to document their DBE efforts and must be submitted to the City of Bakersfield **within 2 working days of a City approved Contractor cost proposal**. DBE firms identified in Contractor submittals, either as prime Contractor or subcontractors, must be certified with the California Department of Transportation (Caltrans) as of the date of contract execution. See the Caltrans Local Assistance Procedures Manual for more detailed information. These forms are included in **Exhibit "C"** of this RFQ. The following is a short description of each form:

IF THE DBE GOAL HAS BEEN MET THEN SUBMIT:

- Exhibit 10-01 "Local Agency Proposer DBE Commitment (Contractor Contracts)": The purpose of this form is to report your firm's dollar commitment to DBEs.
- Exhibit 10-02 "Local Agency Proposer DBE Information (Contractor Contracts)": The purpose of this form is to report your firm's dollar commitment to both DBEs and non-DBEs. This form is required only of the successful proposer who will be awarded the consultant contract.

IF THE DBE GOAL HAS NOT BEEN MET THEN SUBMIT:

- Exhibit 15-H "DBE Information – Good Faith Effort": The purpose of this form is to document your firm's Good Faith Efforts to seek out DBEs. It is important to note that this form will not be required if your firm reaches the New Race Conscious goals for DBEs for these projects.

Certified DBE firms can be found at the following Caltrans' website:

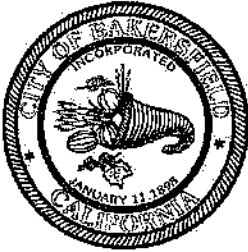
http://www.dot.ca.gov/hq/bep/find_certified.htm

The City has made available DBE information at:

www.bakersfieldcity.us/cityservices/pubwrks/DBE/index.htm

Each Contractor shall review the information at this site, which also includes Appendix A to U.S. Department of Transportation, 49 CFR, Part 26 requirements. Appendix A provides guidance as to Good Faith Efforts.

Exhibit "A"



General Information Sheet

**Construction Inspection Services for Public Works Projects,
Calendar Years 2020 and 2021, City of Bakersfield, California**

Date: _____

Legal Name of Firm: _____

Type of Organization: _____
Individual, Partnership, or Corporation

If a corporation, state in which the firm is incorporated: _____

Federal Employer I.D. Number: _____

Street Address: _____

Telephone Number: _____

FAX Number: _____

Name of Principal-in-Charge, Title, License Number

Primary Contact Person and Telephone Number

Mailing Address: _____

Date Signature Official Title

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

ARTICLE IV PERFORMANCE PERIOD

A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT'S Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Bakersfield/ Mike West, 1501 Truxtun Avenue Bakersfield, CA 93301

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and

related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants. E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three

competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT; if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

EXHIBIT "D" ARTICLE IV – ARTICLE XVII

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by

a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **MCINTOSH & ASSOCIATES ENGINEERING, INC.** a corporation ("CONTRACTOR" herein).

RECITALS

WHEREAS, the CITY issued a Request for Qualifications & Proposal, ("RFQ&P" herein) concerning providing construction inspection services for Public Works projects for calendar years 2020 and 2021, which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, CONTRACTOR is a professional in engineering, design, or similar professional areas, and holds a professional degree(s) and license(s) in same; and

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in construction inspection services for Public Works projects; and

WHEREAS, CONTRACTOR is required and does currently have errors and omissions insurance which will protect the City of Bakersfield in the event of professional errors or omissions by the CONTRACTOR; and

WHEREAS, the CITY does not currently have enough inspectors on staff to conduct inspections on current and future Public Works projects for the City; and

WHEREAS, CONTRACTOR has submitted a Statement of Qualifications ("SOQ" herein), and a Fee Schedule (collectively, the SOQ and Fee schedule are referred to as "Contractor's Proposal") in response to the CITY's RFQ&P, and said SOQ and Fee Schedule are attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, CONTRACTOR is aware that information may come into CONTRACTOR's possession which may impact the CITY's legal position in the event such information was released to outside parties; and

WHEREAS, CONTRACTOR represents it is competent to undertake the project set forth in the CITY's Request for Qualifications and Proposal.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK. CONTRACTOR shall competently and thoroughly perform the work set forth in CITY's RFQ&P generally described as follows:

The scope of work shall include all items contained in CONTRACTOR's Proposal (See Exhibit "B") and the RFQ&P (See Exhibit "A"). CONTRACTOR's services will include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform whether specifically included in the scope of work or not.

2. COMPENSATION. Compensation for services under "Scope of Work" shall equal the hourly rate(s) listed on Exhibit "B" multiplied by the time spent on inspection and other related activities by individual inspector(s). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. In no case shall the CONTRACTOR receive more than **Four Hundred Thousand Dollars and No Cents (\$400,000.00).**

3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered after receipt of a monthly itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

4. KEY PERSONNEL. CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

5. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

6. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto, including but not limited to the RFQ&P and CONTRACTOR's Proposal relating to this Agreement are incorporated by reference as though fully set forth.

7. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

9. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

10. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

11. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2021.

13. **TERMINATION.** This Agreement may be terminated by any party upon ten (10) days written notice, served by mail or personal service, to all other parties.

14. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

15. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

16. DIRECTION. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

17. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

18. INSURANCE. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

18.1 Professional liability insurance, providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate; and

18.2 Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

18.2.1 Provide coverage for owned, non-owned and hired autos.

18.3 Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more

persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

- 18.3.1** Provide contractual liability coverage for the terms of this Agreement.
- 18.3.2** Provide unlimited products and completed operations coverage.
- 18.3.3** Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.
- 18.3.4** All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

18.4 **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

18.5 Except for Workers Compensation/Employer's Liability and Professional Insurance, all policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

18.6 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of

insurance otherwise required by this Agreement, or insurance rated below Best's A-VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

18.7 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or non-renewal in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

18.8 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

18.9 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

18.10 Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

18.11 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

18.12 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

18.13 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

19. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

20. INDEMNITY.

20.1 CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20.2 If the provisions of Civil Code Section 2782.8 are applicable to this Agreement, the CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

21. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

22. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
 CITY HALL
 1600 Truxtun Avenue
 Bakersfield, California 93301

CONTRACTOR: MCINTOSH & ASSOCIATES
2001 Wheelan Court
Bakersfield, CA 93309

23. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

24. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

25. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

26. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

27. TITLE TO DOCUMENTS. All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

28. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs

incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

29. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

30. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **83-0412413**

CONTRACTOR is a corporation? Yes _____ No **X**
(Please check one.)

31. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

32. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. CONFIDENTIALITY. During the term of this Agreement, CONTRACTOR will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CONTRACTOR will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONTRACTOR prepares and confidential information given to CONTRACTOR under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

34. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONTRACTOR shall be prohibited unless authorized by CITY.

35. CONTRACT ADMINISTRATOR. The Contract Administrator for the CITY is;

**Construction Superintendent
CITY OF BAKERSFIELD**

1600 Truxtun Avenue
Bakersfield, California 93301
Telephone (661) 326-3049

CONTRACTOR's Project Manager shall be:

Roger A. McIntosh
2001 Wheelan Court
Bakersfield, CA 93309
Telephone (661) 834-4814

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

APPROVED AS TO CONTENT:

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
MCINTOSH & ASSOCIATES *Engineering, Inc*

By: _____

Karen Goh
Mayor

By:  _____

Print Name: ROGER MCINTOSH

Title: President

Additional Signatures on Following Page

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit "A"
 Exhibit "B"
 Certificates of Insurance

Exhibit "E"

Schedule of Hourly Billing Rates/ ICR Rate

Company : McIntosh & Associates Engineering, Inc.

ICR 125.78 %

[illegible]

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **MEYER CIVIL ENGINEERING, INC.**, a corporation ("CONTRACTOR" herein).

RECITALS

WHEREAS, the CITY issued a Request for Qualifications & Proposal, ("RFQ&P" herein) concerning providing construction inspection services for Public Works projects for calendar years 2020 and 2021, which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, CONTRACTOR is a professional in engineering, design, or similar professional areas, and holds a professional degree(s) and license(s) in same; and

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in construction inspection services for Public Works projects; and

WHEREAS, CONTRACTOR is required and does currently have errors and omissions insurance which will protect the City of Bakersfield in the event of professional errors or omissions by the CONTRACTOR; and

WHEREAS, the CITY does not currently have enough inspectors on staff to conduct inspections on current and future Public Works projects for the City; and

WHEREAS, CONTRACTOR has submitted a Statement of Qualifications ("SOQ" herein), and a Fee Schedule (collectively, the SOQ and Fee schedule are referred to as "Contractor's Proposal") in response to the CITY's RFQ&P, and said SOQ and Fee Schedule are attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, CONTRACTOR is aware that information may come into CONTRACTOR's possession which may impact the CITY's legal position in the event such information was released to outside parties; and

WHEREAS, CONTRACTOR represents it is competent to undertake the project set forth in the CITY's Request for Qualifications and Proposal.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR shall competently and thoroughly perform the work set forth in CITY's RFQ&P generally described as follows:

The scope of work shall include all items contained in CONTRACTOR's Proposal (See Exhibit "B") and the RFQ&P (See Exhibit "A"). CONTRACTOR's services will include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform whether specifically included in the scope of work or not.

2. **COMPENSATION.** Compensation for services under "Scope of Work" shall equal the hourly rate(s) listed on Exhibit "B" multiplied by the time spent on inspection and other related activities by individual inspector(s). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. In no case shall the CONTRACTOR receive more than **Four Hundred Thousand Dollars and No Cents (\$400,000.00).**

3. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of a monthly itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

4. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel

are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

5. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

6. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto, including but not limited to the RFQ&P and CONTRACTOR's Proposal relating to this Agreement are incorporated by reference as though fully set forth.

7. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

9. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

10. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

11. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2021.

13. TERMINATION. This Agreement may be terminated by any party upon ten (10) days written notice, served by mail or personal service, to all other parties.

14. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

15. INDEPENDENT CONTRACTOR. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

16. DIRECTION. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

17. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

18. INSURANCE. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

18.1 Professional liability insurance, providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate; and

18.2 Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

18.2.1 Provide coverage for owned, non-owned and hired autos.

18.3 Broad form commercial general liability insurance, unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

- 18.3.1** Provide contractual liability coverage for the terms of this Agreement.
- 18.3.2** Provide unlimited products and completed operations coverage.
- 18.3.3** Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.
- 18.3.4** All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

18.4 Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

18.5 Except for Workers Compensation/Employer's Liability and Professional Liability Insurance, all policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

18.6 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

18.7 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or non-renewal in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

18.8 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

18.9 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

18.10 Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

18.11 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

18.12 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all

subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

18.13 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

19. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

20. INDEMNITY.

20.1 CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20.2 If the provisions of Civil Code Section 2782.8 are applicable to this Agreement, the CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

21. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

22. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and

be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **MEYER CIVIL ENGINEERING, INC.**
8224 Espresso Drive, Suite 100
Bakersfield, CA 93312

23. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

24. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

25. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the nonassigning party or parties.

26. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This

Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

27. TITLE TO DOCUMENTS. All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

28. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

29. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

30. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number **26-0060350**

CONTRACTOR is a corporation? Yes X No

(Please check one.)

31. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

32. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. CONFIDENTIALITY. During the term of this Agreement, CONTRACTOR will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CONTRACTOR will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONTRACTOR prepares and confidential information given to

CONTRACTOR under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

34. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONTRACTOR shall be prohibited unless authorized by CITY.

35. CONTRACT ADMINISTRATOR. The Contract Administrator for the CITY is:

**Construction Superintendent
CITY OF BAKERSFIELD
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone (661) 326-3049**

CONTRACTOR's Project Manager shall be:

**Richard Meyer
8224 Espresso Drive – Suite 100
Bakersfield, CA 93312
Telephone (661) 836-9834**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

APPROVED AS TO CONTENT:

**"CITY"
CITY OF BAKERSFIELD**

**"CONTRACTOR"
MEYER CIVIL ENGINEERING, INC.**

By: _____
**Karen Goh
Mayor**

By: Richard Meyer
Print Name: Richard Meyer
Title: President

Additional Signatures on Following Page

INDEPENDENT CONTRACTOR'S AGREEMENT

G:\GROUPDAT\Construction\OnCall Insp.Serv.-2020-21\Meyer Inspection Services Agreement 2020-21 Revised.docx

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

APPROVED AS TO CONTENT
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit "A"
 Exhibit "B"
 Certificates of Insurance

Schedule of Hourly Billing Rates/ ICR Rate

Company : Meyer Civil Engineering, Inc.

ICR 0 %

[illegible]

AGREEMENT NO. _____

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **AECOM**, a corporation ("CONTRACTOR" herein).

RECITALS

WHEREAS, the CITY issued a Request for Qualifications & Proposal, ("RFQ&P" herein) concerning providing construction inspection services for Public Works projects for calendar years 2020 and 2021, which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, CONTRACTOR is a professional in engineering, design, or similar professional areas, and holds a professional degree(s) and license(s) in same; and

WHEREAS, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in construction inspection services for Public Works projects; and

WHEREAS, CONTRACTOR is required and does currently have errors and omissions insurance which will protect the City of Bakersfield in the event of professional errors or omissions by the CONTRACTOR; and

WHEREAS, the CITY does not currently have enough inspectors on staff to conduct inspections on current and future Public Works projects for the City; and

WHEREAS, CONTRACTOR has submitted a Statement of Qualifications ("SOQ" herein), and a Fee Schedule (collectively, the SOQ and Fee schedule are referred to as "Contractor's Proposal") in response to the CITY's RFQ&P, and said SOQ and Fee Schedule are attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, CONTRACTOR is aware that information may come into CONTRACTOR's possession which may impact the CITY's legal position in the event such information was released to outside parties; and

WHEREAS, CONTRACTOR represents it is competent to undertake the project set forth in the CITY's Request for Qualifications and Proposal.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR shall competently and thoroughly perform the work set forth in CITY's RFQ&P generally described as follows:

The scope of work shall include all items contained in CONTRACTOR's Proposal (See Exhibit "B") and the RFQ&P (See Exhibit "A"). CONTRACTOR's services will include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform whether specifically included in the scope of work or not.

2. **COMPENSATION.** Compensation for services under "Scope of Work" shall equal the hourly rate(s) listed on Exhibit "B" multiplied by the time spent on inspection and other related activities by individual inspector(s). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. In no case shall the CONTRACTOR receive more than **Four Hundred Thousand Dollars and No Cents (\$400,000.00).**

3. **PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of a monthly itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

4. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of CITY.

5. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

6. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto, including but not limited to the RFQ&P and CONTRACTOR's Proposal relating to this Agreement are incorporated by reference as though fully set forth.

7. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

8. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licenses or professional degrees.

9. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

10. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

11. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2021.

13. **TERMINATION.** This Agreement may be terminated by any party upon ten (10) days written notice, served by mail or personal service, to all other parties.

14. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

15. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

16. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

17. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

18. **INSURANCE.** In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

18.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) aggregate; and

18.2 **Automobile liability insurance,** providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

18.2.1 Provide coverage for owned, non-owned and hired autos.

18.3 **Broad form commercial general liability insurance,** unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than

One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

- 18.3.1** Provide contractual liability coverage for the terms of this Agreement.
- 18.3.2** Provide unlimited products and completed operations coverage.
- 18.3.3** Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.
- 18.3.4** All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

18.4 **Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.

18.5 Except for Workers Compensation/Employer's Liability and Professional Liability Insurance, all policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

18.6 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated

below Best's A-VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

18.7 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or non-renewal in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

18.8 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

18.9 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

18.10 Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

18.11 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

18.12 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

18.13 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

19. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

20. INDEMNITY.

20.1 CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

20.2 If the provisions of Civil Code Section 2782.8 are applicable to this Agreement, the CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR.

21. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

22. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
 CITY HALL
 1600 Truxtun Avenue
 Bakersfield, California 93301

CONTRACTOR: AECOM
5001 E. Commercenter Drive, Suite 100
Bakersfield, CA 93309

23. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

24. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

25. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

26. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

27. TITLE TO DOCUMENTS. All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become the property of the CITY.

28. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs

incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

29. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

30. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number _____

CONTRACTOR is a corporation? Yes _____ No _____
(Please check one.)

31. NON-INTEREST. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

32. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33. CONFIDENTIALITY. During the term of this Agreement, CONTRACTOR will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CONTRACTOR will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONTRACTOR prepares and confidential information given to CONTRACTOR under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

34. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONTRACTOR shall be prohibited unless authorized by CITY.

35. CONTRACT ADMINISTRATOR. The Contract Administrator for the CITY is:

Construction Superintendent
CITY OF BAKERSFIELD
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone (661) 326-3049

CONTRACTOR's Project Manager shall be:

Robert Stein
5001 E. Commercenter Drive, Suite 100
Bakersfield, CA 93309


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

APPROVED AS TO CONTENT:

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
AECOM

By: _____
Karen Goh
Mayor

By:  _____
Print Name: ANDRES ROLDAN
Title: VICE - PRESIDENT

Additional Signatures on Following Page

INDEPENDENT CONTRACTOR'S AGREEMENT

G:\GROUPDAT\Construction\On-call Insp.Serv.-2020-2021\AECOM Inspection Services Agreement 2020-21.docx

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
Deputy City Attorney

Insurance: _____

APPROVED AS TO CONTENT
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit "A"
 Exhibit "B"
 Certificates of Insurance

Exhibit "E"

Schedule of Hourly Billing Rates/ ICR Rate

Company : AECOM Technical Services Inc.

ICR 106.96 %

<u>Employee Name</u>	<u>Straight Time</u>		<u>Overtime</u>		<u>Double-time</u>	
<u>Robert Stein</u>	<u>148.14</u>	Per Hr.	<u>232.56</u>	Per Hr.	<u>303.94</u>	Per Hr.
<u>Trever Shiplee</u>	<u>175.86</u>	Per Hr.	<u>263.80</u>	Per Hr.	<u>351.73</u>	Per Hr.
<u>Katie Dobbs</u>	<u>150.64</u>	Per Hr.	<u>223.23</u>	Per Hr.	<u>297.64</u>	Per Hr.
<u>Steve Certuche</u>	<u>142.65</u>	Per Hr.	<u>214.79</u>	Per Hr.	<u>279.60</u>	Per Hr.
<u>Arolen Maldonado</u>	<u>131.04</u>	Per Hr.	<u>187.51</u>	Per Hr.	<u>243.98</u>	Per Hr.
<u>Shawn Marscheider</u>	<u>137.27</u>	Per Hr.	<u>197.18</u>	Per Hr.	<u>257.09</u>	Per Hr.
<u>Zeferino Villanueva</u>	<u>132.03</u>	Per Hr.	<u>188.50</u>	Per Hr.	<u>244.97</u>	Per Hr.
<u> </u>	<u> </u>	Per Hr.	<u> </u>	Per Hr.	<u> </u>	Per Hr.
<u> </u>	<u> </u>	Per Hr.	<u> </u>	Per Hr.	<u> </u>	Per Hr.
<u> </u>	<u> </u>	Per Hr.	<u> </u>	Per Hr.	<u> </u>	Per Hr.



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements y.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/25/2019
WARD:
SUBJECT: Amendment No. 2 to Agreement No. 17-202 with Applied LNG Technologies, LLC (\$500,000; revised not to exceed \$1,500,000; and extend the term one year) for supply of LNG fuel.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On December 13, 2017, the City Council approved the annual contract for the supply of LNG fuel with Applied LNG Technologies, LLC in the amount of \$500,000; renewable annually thereafter for four one-year periods. On December 12, 2018, City Council approved Amendment No. 1 extending the term one year and increasing compensation \$500,000.

Currently there is \$67,000 available on the contract. Amendment No. 2 will extend the term one year and increase compensation by \$500,000 for a revised not exceed amount of \$1,500,000. Funds are budgeted in the Equipment Management Fund for this contract. Approval of the amendment allows the City to continue to meet the demand for LNG fuel.

ATTACHMENTS:

Description	Type
Amendment No 2 Agmt 17-202 Applied LNG Technologies	Agreement

AGREEMENT NO. 17-202(2)

**AMENDMENT NO. [2] TO
AGREEMENT NO. 17-202**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 17-202 is made and entered into on November 1, 2019, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"); and **APPLIED LNG TECHNOLOGIES, LLC** (referred to herein as "CONTRACTOR").

R E C I T A L S

WHEREAS, on the December 13, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-202 in the amount of \$500,000 for the supply of liquid natural gas fuel; and

WHEREAS, on December 12, 2018, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$500,000 to allow the continuance of supplying liquid natural gas fuel; and

WHEREAS, CITY and CONTRACTOR have agreed to extend the contract term one year and increase compensation FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to allow continuance of supplying liquid natural gas fuel.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 17-202 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12 of Agreement No. 17-202 entitled "**TERM**" is hereby amended to read as follows:

12. TERM. Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term. The agreement shall be renewable for two consecutive one-year periods at the City's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 17-202 shall remain in full force and effect.

-- o0o --

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 17-202 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN GOH

Mayor

"CONTRACTOR"

APPLIED LNG TECHNOLOGIES, LLC

By: _____

Print Name: Edward McKenna, Jr.

Title: Chief Executive Officer

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By: _____

TERA ORTIZ

Assistant Finance Director

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

JOSHUA H. RUDNICK

Deputy City Attorney

By: _____

RANDY MCKEEGAN
Finance Director

Insurance Approved by

Risk Management: _____



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements z.

TO: Honorable Mayor and City Council
FROM: Christopher Boyle, Development Services Director
DATE: 11/13/2019
WARD: Ward 2
SUBJECT: Amendment No. 1 to Agreement No. 19-061 to modify the initial rent schedule and add additional requirements of the HOME program.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On May 8th, 2019 the City of Bakersfield entered into Agreement No. 19-061 with Golden Empire Affordable Housing Inc. II (GEAHI Inc. II) to provide \$667,662.73 of Home Investment Partnership Program Community Housing Development Organization (HOME CHDO) Set-Aside funds to assist in the construction of two fourplexes in Central Bakersfield. During the course of construction, costs associated with the project have increased above the initial cost estimates. The project originally was intended to achieve net zero energy, however rising costs and a limited construction budget have made it so that the costs of adding solar panels to the fourplexes will increase the total project costs beyond the Developer's budget. As a result, the project will be built to energy efficiency standards, rather than achieve net zero energy. Consistent with the requirements of the HOME Investment Partnership program, an agreement between the participating jurisdiction and a developer must set the initial rent schedule for a HOME development. Therefore, the projects initial rent schedule as stated in the agreement must be updated due to the higher utility allowance.

Approval of this amendment will incorporate the updated rent schedule into the project's operation and adds required HOME program contract provisions regarding the Violence Against Women's Act (VAWA) and the developer's ownership of the assisted units during the affordability period of the project.

ATTACHMENTS:

Description	Type
□ Amendment No. 1 to Agreement No. 19-061	Agreement

AGREEMENT NO. _____

**HOME INVESTMENT PARTNERSHIP PROGRAM
AMENDMENT NO. 1 TO AGREEMENT 19-061 FOR THE ACQUISITION AND
CONSTRUCTION OF AFFORDABLE HOUSING**

1836 Orange Street and 1332 K Street, Bakersfield, California

THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 19-061 is made and entered into on _____, by and among the **CITY OF BAKERSFIELD**, a charter city and municipal corporation ("CITY" herein) and the **GOLDEN EMPIRE AFFORDABLE HOUSING, INC. II**, a California non-profit, public benefit corporation ("DEVELOPER" herein).

RECITALS:

WHEREAS, the Congress of the United States has enacted the "HOME Investment Partnerships Act" at 42 USC 12741 et. seq. of the Cranston-Gonzalez "National Affordable Housing Act" and amendments (hereinafter called the "HOME Act"); and

WHEREAS, CITY has submitted certain documents to the Department of Housing and Urban Development (hereinafter called "HUD") requesting to receive funds pursuant to HOME (hereinafter the "Program"); and

WHEREAS, CITY is empowered, under the Program, to administer funds received under the Programs and to enter into agreements for expenditure of those funds; and

WHEREAS, CITY is required by HUD to set aside a minimum of fifteen (15) percent of HOME funds to be utilized by Community Housing Development Organizations (CHDO); and

WHEREAS, DEVELOPER is certified by the City of Bakersfield as a Community Housing Development Organization (CHDO) under 24 CFR Part 92.2; and

WHEREAS, CITY provided \$667,662.73 in HOME CHDO funds on May 8th, 2019 to be utilized by DEVELOPER to build a fourplex at 1332 K Street and 1836 Orange for rental housing; and

WHEREAS, Agreement 19-061 stipulated the initial rent schedule for the developments in accordance with 24 CFR 92.504 of the HOME program; and

WHEREAS, due to rising project costs the DEVELOPER is building the properties to achieve energy efficiency standards rather than net zero energy; and

WHEREAS, such changes necessitate a change in the initial rent schedule for the properties being developed under this Agreement; and

WHEREAS, CITY and DEVELOPER desire to spell out additional HOME requirements in the Agreement to ensure full compliance with the funding program.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. **Section 4.12** of Agreement No. 19-061 is hereby amended to add the following:

4.12.19 DEVELOPER shall comply with all requirements of the Violence Against Women Act (VAWA) in accordance with 24 CFR 92.359, including, but not limited to:

4.12.19.1 Notification requirements as enumerated in 24 CFR 92.359(c).

4.12.19.2 All obligations required of the DEVELOPER under 24 CFR 92.359(g).

4.12.19.3 Bifurcation of lease requirements as defined in 24 CFR 92.359(d).

4.12.19.4 Carrying out all requirements of VAWA during the period of affordability in accordance with in 24 CFR 92.359(f).

4.12.20 The Program's requirements for DEVELOPER to own the assisted properties for a period at least equal to the period of affordability.

2. **Exhibit "D" Initial Rent Schedule and Rent Increases Procedure** of Agreement No. 19-061 is hereby amended and attached hereto and is incorporated herein by reference.
3. Except as amended herein, all other provisions of Agreement No. 19-061 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the day and year first-above written.

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"DEVELOPER"

**GOLDEN EMPIRE
AFFORDABLE HOUSING, INC. II**

By: _____
DIANA ELLIOTT
Executive Director

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

EXHIBIT "D"

Initial Rent Schedule and Rent Increases Procedure

Upon project completion and initial occupancy, the project rents shall be set at the following levels:

# of Bedrooms	Unit Designation (High or Low HOME)	Unit Count	Gross Rent	Utility Allowance	Net Rent
1	Low	3	\$608	\$45	\$563
1	High	5	\$711	\$45	\$666

In the event that minor modifications to the gross rent, net rent, or utility allowance are required due to program modifications for compliance, the Community Development Coordinator is authorized to modify said rent schedule prior to initial occupancy.

Subsequent Rent Increases: If, at any point after initial occupancy, the property owner desires to increase the rents level for project units, the project owner shall submit, in writing, the proposed increase. This documentation shall identify the current gross rent, utility allowance, and net rent for the unit while identifying the proposed increased rate. Additionally, the owners shall submit the project units (including street address and unit number) for the units in which the rent increase is being proposed.

The Community Development Coordinator for the City of Bakersfield shall review the proposed increase in lieu of the projects current utility allowance and applicable HOME rent levels. If the rents are within the allowable rents, the Community Development Coordinator shall approve the rent increases. However, if the rent increase are not within the allowable HOME rent levels, the increase shall be denied.

When rent increases are proposed and approved/disapproved, both parties shall maintain documentation of the process.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements aa.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/21/2019
WARD: Ward 2
SUBJECT: Amendment No. 1 to Design Consultant Agreement No. 18-012 with AECOM Technical Services (\$13,000; revised not to exceed \$229,000) to design two storm drain lift stations located at the pistol range and the Talisman sump south of Talisman Drive.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The City entered into a Design Consultant Agreement (PW 18-012) with AECOM to provide civil engineering design services for two of the City's Capital Improvement Projects: the Pistol Range Pump Station Rehabilitation Project and the Talisman Pump Station Project. The original scope of work was to provide civil engineering design services, bidding support services, and construction support services for the two projects, with a total compensation not-to-exceed \$216,000.00. The original term of Agreement No. 18-012 was set to expire on December 31, 2019.

While AECOM has dutifully prepared the plans and specifications for each project, there have been outside delays that require AECOM's services beyond December 31, 2019. The Pistol Range Lift Station Rehabilitation Project received bids that came in significantly higher than the City's budgeted amount. Staff is working with AECOM to determine how the project can be modified to bring bids back in line with original project estimates. It is anticipated that this project will go back out to bid in November, 2019, with construction anticipated in Summer, 2020. The Talisman Lift Station Project plans and specifications have been complete for over four months, however the City and PG&E have had difficulties obtaining a force main easement (City) and power line easement (PG&E) from an affected landowner. The easements have since been obtained, and the project will go out to bid in November, 2019, with construction anticipated in Summer 2020. This amendment would extend the term of Agreement 18-012 to December 31, 2020.

The City would also like to expand the Scope of Work to include a pump retrofit for an additional storm drain lift station that has been identified by the City's Maintenance Division as requiring

immediate attention. The Storm Lift Station at Burlington Northern Santa Fe (BNSF) Overcrossing Bridge near the Westside Parkway requires the installation of City-furnished pumping equipment. This work will be incorporated to the plans and specifications for the Pistol Range Lift Station Rehabilitation Project. The expanded scope will require additional compensation for AECOM, not-to-exceed \$13,000.00, with a total compensation for Agreement 18-012 not-to-exceed \$229,000.00.

Sewer Enterprise funds provide the funding source for this project; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
▣ Amendment No. 1 to Agreement No. 18-012 - AECOM	Agreement

AGREEMENT NO. _____

**AMENDMENT NO. ONE TO
AGREEMENT NO. 18-012**

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 18-012 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **AECOM TECHNICAL SERVICES, INC.**, a California corporation (referred to herein as "DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, on January 10, 2018, CITY and DESIGN CONSULTANT entered into Agreement No. 18-012, wherein DESIGN CONSULTANT agreed to provide design civil engineering, bid support, and construction support services; and

WHEREAS, CITY and DESIGN CONSULTANT desire to expand the scope of work, increase compensation by \$13,000.00, and extend the term of Agreement No. 18-012 to December 31, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 18-012 as follows:

1. Section 1 of Agreement No. 18-012 entitled "Scope of Work" is hereby amended to read as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), DESIGN CONSULTANT must competently and thoroughly design and engineer the Project as more specifically described in the Request, attached as **Exhibit A** and incorporated herein by reference, in DESIGN CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference, and in DESIGN CONSULTANT's Change Order scope of work, attached hereto as **Exhibit C** and incorporated herein by this reference (collectively, the project description in the Request, DESIGN CONSULTANT's scope of work, and DESIGN CONSULTANT's Change Order scope of work are referred to as "Scope of Work"). DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. Section 2 of Agreement No. 18-012 entitled "Compensation/ Payment Procedure" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay DESIGN CONSULTANT a total fee of \$229,000 on a monthly basis based upon the percentage of the Scope of Work completed and per the submitted cost proposal ("Compensation"). This fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work. The proposal breakdown is as follows:

Pistol Range Pump Station

Design (Fixed Fee):	\$95,028
Bidding (T&M, Not-to-exceed):	\$6,500
<u>Construction (T&M, Not-to-exceed):</u>	<u>\$26,138</u>
Subtotal:	\$127,666

Talisman Pump Station

Design (Fixed Fee):	\$75,518
Bidding (T&M, Not-to-exceed):	\$4,434
<u>Construction (T&M, Not-to-exceed):</u>	<u>\$21,382</u>
Subtotal:	\$101,334

TOTAL: \$229,000

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to DESIGN CONSULTANT for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than \$229,000 for performing the Scope of Work.

3. Section 3 of Agreement No. 18-012 entitled "Term" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner as set forth herein this Agreement shall terminate on December 31, 2020.

4. Except as amended herein, all other provisions of Agreement No. 18-012 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 18-012 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

"DESIGN CONSULTANT"
AECOM TECHNICAL SERVICES, INC.

By: _____
KAREN GOH
Mayor

By: _____
Keith Campbell
Vice President

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements ab.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/15/2019

WARD:

SUBJECT: Amendment No. 2 to Agreement No. 17-193 with NV5, Inc. (\$200,000; revised not to exceed \$600,000 and extend term by one year) for "on-call" inspection services for MCI/Verizon communication project.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

To expedite the delivery of the Capital Improvement Program (CIP) and supplement the demand for inspections related to development and subdivisions, staff implemented an "on-call" inspection program in 1996. This program augments current Construction Division staff by providing contract inspection services as needed for various City inspection demands. The program has proven to be very effective in maintaining staffing to provide timely response of the City's inspection responsibilities.

On December 13, 2017, Council approved an agreement based upon a formal qualification-based process with NV5. The agreement provided for construction inspection services with the availability of two inspectors for the calendar years 2018 and 2019.

In 2018, MCI/Verizon began a communication project to install new fiber optic cable which requires an inspector to be at the site during all phases of work. As demand for inspections increased throughout the City, staff was unable to meet these expectations.

In order to maintain the level service which is consistent with the demand for inspection service for work completed by MCI/Verizon, staff recommends that the current agreement with NV5 be amended to increase the total not-to-exceed compensation by \$200,000, for a revised not-to-exceed amount of \$600,000. Additionally, the existing agreement with NV5, Inc. expires at the end of December 2019. Staff recommends extending the term of the agreement one year to December 31, 2020.

No appropriations are necessary since the agreement will be funded by inspections fees collected from MCI/Verizon.

ATTACHMENTS:

Description	Type
Amendment NV5	Agreement

AGREEMENT NO. _____

**AMENDMENT NO. [2] TO
AGREEMENT NO. 17-193**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 17-193 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein) and **NV5, INC.** a corporation ("CONTRACTOR" herein).

RECITALS

WHEREAS, on December 13, 2017 CITY and CONTRACTOR entered into Agreement No. 17-193 for on-call construction inspection services for various Public Works projects for calendar years 2018 and 2019; and

WHEREAS, on February 6, 2019 the CITY and CONTRACTOR entered into Amendment No. 1 to Agreement No. 17-193 wherein the parties increased the compensation by Two Hundred Thousand Dollars (\$200,000) for a total compensation of Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, the need for construction inspection services required on Public Works projects has exceeded original expectations; and

WHEREAS, it is advantageous to maintain the same Construction Inspection firm of record on projects that have already started with that firm; and

WHEREAS, the parties now desire to enter into Amendment No. 2 to Agreement No. 17-193 to increase the compensation by Two Hundred Thousand Dollars (\$200,000) and extend the term by one year in accordance with the original terms of said agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 17-193 entitled "COMPENSATION" is hereby amended to read as follows:

2. COMPENSATION. Compensation for services under "Scope of Work" shall equal the hourly rate(s) listed on Exhibit "B" multiplied by the time spent on inspection and other related activities by individual inspector(s). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties. In no case shall the CONTRACTOR receive more than **Six Hundred Thousand Dollars and No Cents (\$600,000.00)**.

2. Section 12 of Agreement No. 17-193 entitled "TERM" is hereby amended to read as follows:

12. TERM. Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2020.

3. Except as amended herein, all provisions of Agreement No. 17-193 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 17-193 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

CITY OF BAKERSFIELD

NV5

By: _____
Karen K. Goh
Mayor

By: _____
Print Name: JEFF FALLESSEN
Title: VP CPM

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements ac.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/18/2019

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 18-197 with CSI Services, Inc. (\$50,000; revised not to exceed \$110,000 and extend term by one year), to provide coating inspection services for Primary Clarifiers No. 5 through 8 Rehabilitation Project at Wastewater Treatment Plant No. 3 on an “on call, as needed” basis.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On September 20, 2017, City entered into an agreement with CSI Services, Inc. to provide coating inspection services for Grit Chamber and Distribution Box Concrete Repair Project at Wastewater Treatment Plant No. 2 and Primary Clarifiers No. 5 through 8 Rehabilitation Project at Wastewater Treatment Plant No. 3 on an “on call, as needed” basis. It is critical for the Wastewater Division to have an on-call coating inspection contractor available for both the projects to inspect sandblasting operations, coating application, testing of holidays (pinholes) and provide daily inspection reports as per American Water Works Association (AWWA), National Association of Corrosion Engineers International (NACE), and Society for Protective Coatings (SSPC) standards and guidelines, which is beyond the expertise of City staff. CSI Services Inc. was selected after responding to the City’s request for qualifications and proposals (RFQ/P) for coating inspection services.

On November 28, 2018, City entered into Agreement No. 18-197 (formerly Amendment No.1 to Agreement No. PW17-181) to increase compensation by \$20,000, increasing the total compensation of the agreement to \$60,000. Since the agreement was awarded, the contractor has completed coating inspection services for the Grit Chamber and Distribution Box Concrete Repair Project at Wastewater Treatment Plant No. 2 and Primary Clarifiers 6 & 8 at Wastewater Treatment Plant No. 3.

At this time, given ongoing Primary Clarifiers 5 & 7 Rehabilitation Project at Wastewater Treatment Plant No. 3 and the need for continued coating inspection services, staff recommends increasing the total compensation for the agreement and extending the term to sufficiently cover the anticipated project timeline.

The proposed Amendment will increase the not to exceed compensation by \$50,000, for a revised not to exceed amount of \$110,000 and extend the term to December 31, 2020. Sufficient funds are budgeted in the Sewer Enterprise Fund to fund this amendment, therefore there is no impact to the General Fund.

ATTACHMENTS:

Description	Type
☐ Amendment No. 1 to Agreement No. 18-197	Agreement

AGREEMENT NO. _____

AMENDMENT NO. [1] TO
AGREEMENT NO. 18-197

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-197 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **CSI SERVICES, INC.** (referred to herein as "CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into Agreement No. PW 17-181 on September 20, 2017 wherein the CONTRACTOR would provide coating inspection services for Grit Chamber and Distribution Box Concrete Repair Project at Wastewater Treatment Plant No. 2 and Primary Clarifiers 6 & 8 Rehabilitation Project at Wastewater Treatment Plant No. 3 on an "on call, as needed" basis; and

WHEREAS, CITY and CONTRACTOR entered into Amendment No. 1 to Agreement No. PW 17-181 on November 28, 2018 wherein the parties increased the compensation by an additional Twenty Thousand Dollars (\$20,000), for a total payment of Sixty Thousand Dollars (\$60,000) and Amendment No. 1 to Agreement No. PW 17-181 was renamed as Agreement No. 18-197; and

WHEREAS, the CONTRACTOR represents it is experienced in the field of testing and inspecting coatings per American Water Works Association (AWWA), National Association of Corrosion Engineers International (NACE), and Society for Protective Coatings (SSPC) standards and guidelines; and

WHEREAS, the CITY does not currently have expertise on staff to conduct coating inspections per the above mentioned standards and guidelines; and

WHEREAS, the parties now desire to enter into Amendment No.1 to Agreement No. 18-197 to renew and extend the term until December 31, 2020 in accordance with the original terms of the agreement and increase the compensation amount by Fifty Thousand Dollars (\$50,000) for continued inspection services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 18-197 (formerly Agreement No. PW 17-181) entitled "COMPENSATION" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment of One Hundred Ten Thousand Dollars (\$110,000.00) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR and at the rate specified in the submitted Proposal, attached hereto as **Exhibit A** and incorporated by reference herein.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12 of Agreement No. 18-197 (formerly Agreement No. PW 17-181) entitled "TERM" is hereby amended to read as follows:

12. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31, 2020. However, the agreement may be extended for additional time until completion of project and upon mutually agreeable terms

3. Except as amended herein, all provisions of Agreement No. PW 17-181 shall remain in full force and effect.

-- oOo --

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-197 (formerly Agreement No. PW 17-181) to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

CITY OF BAKERSFIELD

CSI SERVICES, INC.

By: _____
KAREN GOH
Mayor

By: Patrick Sweeney
Print Name: Patrick Sweeney
Title: General Manager

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements ad.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/15/2019
WARD: Ward 3
SUBJECT: Amendment No. 6 to Agreement No. 12-120 with T.Y.LIN International, for extension of time for closeout activities associated with the State Route 178 Widening Project.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The SR-178 Widening project consisted of widening the existing two lane highway to three lanes in each direction with paved median and shoulders from Canteria Drive to Masterson Street, and to two lanes in each direction with paved median and shoulders from Masterson Street to Miramonte Drive. The project also included installing traffic signals at the SR-178 intersections with SR-184, and with Masterson Street. Storm drainage improvements and a short section of retaining wall was also included with the project.

TYLIN has provided the engineering design and the design support services during construction for the SR-178 Widening Project. The project construction was completed in July 2017. TYLIN has begun finalizing all the close out work needed to transfer this project to Caltrans. As the progress of reestablishing the right-of-way limits for the new road way is ongoing, the approval process by Caltrans for the new legal descriptions and plat maps are taking longer than expected to finalize.

TYLIN's current contract will lapse on December 31, 2019. At this time an amendment is needed to extend the expected completion date to June 30, 2020, allowing TYLIN to finish their scope of work. No additional funds are needed at this time.

Staff recommends approval of this Amendment to Agreement. This Amendment is 100% locally funded. There is no General Fund impact associated with the SR 178 Widening Project.

ATTACHMENTS:

Description	Type
Amendment No. 6 to Agreement No. 12-120	Agreement

AGREEMENT NO. _____

**AMENDMENT NO. [6] TO
AGREEMENT NO. 12-120**

THIS AMENDMENT NO. 6 TO AGREEMENT NO. 12-120 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **T.Y.LIN INTERNATIONAL**, a Corporation, ("DESIGN CONSULTANT" herein).

R E C I T A L S

WHEREAS, CITY and DESIGN CONSULTANT entered into Agreement No. 12-120 ("Agreement") on September 12, 2012 for Engineering Design Services for the SR-178 Widening Project, ("PROJECT" herein), for an amount not to exceed \$2,690,000.00; and

WHEREAS, on June 4, 2014, CITY and DESIGN CONSULTANT entered into Amendment No. One (1) to address additional scope of services for the design of a traffic signal at SR-178 and future SR-184, permit requirements for current driveway access, and additional boring to identify basin permeability and pavement structure. The additional amount for the scope of services was not to exceed \$251,000; and

WHEREAS, on April 22, 2015, CITY and DESIGN CONSULTANT entered into Amendment No. Two (2), which awarded Phase 2 of original Scope of Work for construction support services after the completion of the Plans, Specification, and Estimate (PS&E) package for PROJECT. The additional amount for the construction support services was not to exceed \$324,000.00; and

WHEREAS, when Amendment No. Two (2) was executed, it was known that DESIGN CONSULTANT would perform Phase 2 Right of Way Mapping and Monumentation work, to close out the SR-178 Widening right-of-way engineering activities after the construction of PROJECT; and

WHEREAS, on July 19, 2017, CITY and DESIGN CONSULTANT entered into Amendment No. Three (3), to provide Right of Way Engineering work to close out the PROJECT. The additional amount for these services was not to exceed \$125,123.01; and

WHEREAS, on May 8, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Four (4), to extend the "TERM AND TERMINATION" date until December 31, 2019; and

WHEREAS, on July 17, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Five (5), for additional Scope of Work to dispose of remnant parcels as part of finalizing the new right of way for SR-178; and

WHEREAS, DESIGN CONSULTANT is still working on Amendment No. Five (5) Scope of Work and the approval process from STATE is taking longer than expected; and

WHEREAS, the "TERM AND TERMINATION" date is coming up on December 31, 2019; and

WHEREAS, the parties now desire to enter into Amendment No. Six (6) to Agreement to extend the term; and

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:

1. The first paragraph of Section 17 of Agreement No. 12-120 entitled "TERM AND TERMINATION" is hereby amended to read as follow:

17 **TERM AND TERMINATION.** This Agreement shall terminate upon completion of DESIGN CONSULTANT's scope of work, or on June 30, 2020, whichever is earlier. Should any claims arising out of DESIGN CONSULTANT's scope of work be asserted during the term of the Agreement against CITY or DESIGN CONSULTANT, CITY and DESIGN CONSULTANT agree to extend the termination date of this Agreement.

2. Except as amended herein, all provisions of Agreement No. 12-120, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Six (6) to Agreement No. 12-120 to be executed the day and year first above written.

"CITY"

"DESIGN CONSULTANT"

CITY OF BAKERSFIELD

TYLIN INTERNATIONAL

By: _____
KAREN GOH
Mayor

By:  _____
Type or Print Name: **James Rucker**
TITLE: **Vice President**

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Previous Change Orders	=\$3,840,413.84
Current Change Orders	=\$38,896.76
Amended Contract Agreements after CCOs	=\$35,959,745.45
Net Increase to Date	=\$3,869,310.60

Adequate Federal Funds and Local Funds have been previously budgeted to cover these additional costs. There is no General Fund impact associated with these change orders.

ATTACHMENTS:

Description	Type
▣ CCO 18-135 #42	Agreement

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER
SHEET

1 OF

1

CONTRACT NO. 18-135 CHANGE ORDER NO. 42 P.O. NO.

PROJECT: Belle Terrace Operational Improvements Project (BTOIP)

PRNSL-5109 (243)

ACNH-X029 (141)

FEDERAL NO. (S)

CONTRACTOR: Granite Construction

ADDRESS: 3005 James Road

Bakersfield, CA 93308

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Luis Topete, P.E. Resident Engineer

DATE:

CHANGE REQUESTED BY: Luis Topete, P.E. Resident Engineer

DATE:

Extra Work at Agreed Lump Sum

Pothole and remove unknown utility conflicts and buried manmade objects encountered during drilling of Wall 6, Wall 62, and Belle Terrace Shoring at Lift 1 of the soil nail wall (approximate Station 28+20 to the north end of Retaining Wall 62 and Station 11+20 to the south end of Retaining Wall 6). Where obstructions can not be removed, adjust the soil nail location and/or angle of inclination at the direction of the Engineer.

For this work, the contractor shall receive and accept the agreed lump sum of \$ 31,296.76. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools and incidentals, and includes all markups by reason of this change.

Extra Work at Agreed Lump Sum = \$ 31,296.76

This work had a direct impact on the controlling operation. An independent time impact analysis was performed and yielded an increase in the contract time of 2 days.

Increase in Items at Unit Price

Increase the following Bid Items Quantity at Unit Price:

Item No.	Quantity	Unit	Item	Increase	Unit Price	Extension Price
A5	443	WDAY	TIME-RELATED OVERHEAD (WDAY)	2	\$3,800.00	\$ 7,600.00

ACCOUNT NO (S)

INCREASE
DECREASE

TOTAL

\$38,896.76

By reason of this order the time of
completion will be adjusted as follows: 2 Days

City Council Approval Required

YES

X

NO

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 11/1/19

Contractor: [Signature]

Title: CONST. MGR
BFL ANGA

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Agreements af.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/16/2019
WARD: Ward 2
SUBJECT: Contract Change Order No.s 12 and 38 with Griffith Company for 24th Street Project (\$105,000; revised not to exceed \$28,964,113.52) for the 24th Street Operational Improvement Project.

STAFF RECOMMENDATION:

Staff recommends approval of contract change orders.

BACKGROUND:

The 24th Street Improvement Project consists generally of expanding the intersection of 24th Street & Oak Street to provide four lanes in both directions on 24th Street and to allow for additional turn lanes onto Oak Street. 24th Street will be widened to six lanes from Elm Street to C Street and reconstructing and restriping the 23rd Street/24th Street one-way couplet roadway segments from D Street to 0.2 mile east of M Street to provide for four lanes in both directions.

Change Order No. 12 compensates the Contractor for removal and replacement of wet subgrade material on 23rd and 24th Streets in various areas. During construction on 23rd and 24th Street, the poor drainage conditions within the downtown area resulted in significant saturation of the existing native material. The native material is utilized towards subgrade material for curb, gutter, sidewalk and driveways. The high moisture content in the native material makes the material unsuitable as subgrade. To keep the project moving forward, replacement material consisting of Class II Aggregate Base or approved equal is recommended. This change order compensates the Contractor for replacement of the wet subgrade material with Class II AB or approved equal and for all labor, materials, equipment and incidentals and will be made pursuant to Standard Specification Section 9-1.04, Force Account. The change order results in an increase of \$30,000.

Change Order No. 38 compensates the Contractor for removal and replacement of the existing 4-foot wide section of pavement next to the lip of the gutter on 24th Street between D Street and K Street in advance of the Stage 3 traffic shift. The existing shoulder pavement along 24th Street is in poor condition and not able to support the traffic during the traffic shift in Stage 3. In addition, modification of the existing curb underdrains on 24th Street are also needed. To have safe traffic operations next to the gutter, the underdrains need to be paved over or

removed. This requires the removal and replacement of 4" of existing pavement for 4' of width adjacent to the gutter. This task was not identified on the approved plans and therefore considered extra work. Compensation for all labor, materials, equipment and incidentals, including traffic control, will be made pursuant to Standard Specifications Section 9-1.04, "Force Account". This change order results in an increase of \$75,000.

The net cost increase of Change Order Nos. 12, and 38 is \$105,000.00. This provides a total cost increase of \$777,549.52 which results in an increase of 2.76% of the original contract amount as illustrated below:

Original Contract Amount	= \$28,186,564.00
Previous Change Orders	= \$672,549.52
Current Change Orders	= \$105,000.00
Amended Contract Agreement after CCOs	= \$28,964,113.52
Net Increase to Date	= \$777,549.52

Adequate Federal and Local funds have been previously budgeted to cover these additional costs. There are no General Fund impacts associated with these change orders.

ATTACHMENTS:

Description	Type
☐ CCO 18-154 #12	Agreement
☐ CCO 18-154 #38	Agreement

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 1

CONTRACT NO. 18-154 CHANGE ORDER NO. 12 P.O. NO.

PROJECT: 24th Street Improvement Project
TRRH37
NCIPL-5109(200)
FEDERAL NO. (S)CONTRACTOR: Griffith Company
ADDRESS: 1128 Carrier Parkway
Bakersfield, CA 93308YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

CHANGE SUBMITTED BY: Ravi Pudipeddi, P.E. Resident Engineer

DATE:

CHANGE REQUESTED BY: Ravi Pudipeddi, P.E. Resident Engineer

DATE:

Estimate of Extra Work at Force Account

Compensate the Contractor to remove and replace wet subgrade material on 23rd and 24th Street in areas as determined by the Engineer. Removal limits, including depth, shall be as directed by the Engineer. Replacement material shall be Class II Aggregate Base or approved equal. Compensation for all labor, materials, equipment and incidentals will be made pursuant to Standard Specification Section 9-1.04, "Force Account".

Total Estimate of Extra Work at Force Account: \$30,000.00

ACCOUNT NO (S)

INCREASE
DECREASE

\$30,000.00

By reason of this order the time of
completion will be adjusted as follows:City Council Approval Required
NoneYES
NO

X

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified and will accept as full payment therefore the prices shown above.

Accepted, Date: 11/1/19

Contractor: Denise Demas

Title: Assistant Secretary

CITY OF BAKERSFIELD



Thomas Roads Improvement Program

CONTRACT CHANGE ORDER

SHEET 1 OF 2CONTRACT NO. 18-154 CHANGE ORDER NO. 38 P.O. NO. _____PROJECT: 24th Street Improvement Project NCIPL-5109(200)
TRRH37 FEDERAL NO. (S) _____CONTRACTOR: Griffith Company
ADDRESS: 1128 Carrier Parkway
Bakersfield, CA 93308YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS
OR DO THE FOLLOWING WORK DESCRIBED NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

NOTE: This change order is not effective until approved by City Council or City Engineer

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work of contract price, agreed price and force account.
Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.CHANGE SUBMITTED BY: Ravi Pudipeddi, P.E. Resident Engineer

DATE: _____

CHANGE REQUESTED BY: Ravi Pudipeddi, P.E. Resident Engineer

DATE: _____

Extra Work at Force Account

As directed by the Engineer and in accordance with Standard Specification Section 4-1.05, "Changes and Extra Work", remove and replace portions of the existing structural section on 24th Street between D Street and K Street in advance of the Stage 3 traffic shift. Minimum removal and replacement depth shall be 4" or as directed by the Engineer. In addition, modify the existing curb underdrains on 24th Street as directed by the Engineer pursuant to the detail included on sheet 2 of 2 of this contract change order. All work contained herein shall be in accordance with the contract documents. Compensation for all labor, materials, equipment and incidentals, including traffic control, will be made pursuant to Standard Specification Section 9-1.04, "Force Account".

Total Estimate of Extra Work at Force Account: **\$75,000.00**

ACCOUNT NO (S) _____

INCREASE \$75,000.00
DECREASE _____

By reason of this order the time of completion will be adjusted as follows:	City Council Approval Required	YES	<u>X</u>
	None	NO	_____

Approved As to Form: CITY ATTORNEY

Approved by the Council of City of Bakersfield

Approval Recommended: City Engineer

Mayor

Countersigned: Finance Director

Date

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

Accepted, Date: 11/1/19Contractor: Denise DonapoliTitle: Assistant Secretary



Two (2) 10' in length
3" Sch 40 Conduits

HMA temp
pavement to
reduce vertical

*All work as directed in field by the Engineer

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Bids ag.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/22/2019
WARD: Ward 1
SUBJECT: Accept bid from Resource Machinery & Engineering, Ventura, California (\$151,550) for a portable 80' x 36" wide electric radial stacking conveyor for the Mt. Vernon Greenwaste Facility.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for a portable electric radial stacking conveyor for the Mt. Vernon Greenwaste facility. Six bids were received in response to the solicitation. The three lowest bids failed to meet specifications requiring hydraulic lateral leveling of the conveyor to provide tipping over on sloped and rough terrain. As much of the area at the Greenwaste Facility is uneven, staff feels the lateral leveling component to be critical for safe operation of the equipment, therefore, staff recommends declaring the three lowest bidders non-responsive based on the failure to meet minimum specifications. The next lowest bid from Resource Machinery & Engineering meets the minimum specifications and is considered acceptable by staff.

This replacement stacking conveyor is a part of a compost automation project at the Green Waste facility. Council rejected bids previously solicited for this equipment due to several inconsistencies in the proposals received. As promised by staff, this equipment was re-bid based on revised specifications in an effort to lower costs on these purchases and elicit adequate responses.

Funds are budgeted in the Public Works Capital Improvement budget within the Refuse Enterprise Fund for this purchase. Approximately 60% of the cost will be reimbursed by Kern County per the Greenwaste Agreement for cost sharing at the Facility. There is no General Fund impact associated with this purchase.

The six bids received, including the non-responsive bids are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>	<u>RESPONSIVE YES/NO</u> <u>REASON</u>
---------------	---------------	---

Ecoverse Industries Avon, OH	\$104,491.56	No - missing key safety feature described above
Valley Equipment Company, Inc. Salem, OR	\$130,603.63	No - missing key safety feature described above
Powerscreen of California & Hawaii Dixon, CA	\$138,724.38	No - missing key safety feature described above
Resource Machinery & Engineering Ventura, CA	\$151,550.00	YES
Superior Industries, Inc. Morris, MN	\$173,616.76	Not fully evaluated
B & H International LLC Bakersfield, CA	\$246,709.74	Not fully evaluated

Staff finds the bid submitted by Resource Machinery & Engineering, Ventura, California, to be acceptable and recommends approval of the purchase.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Bids ah.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/22/2019
WARD: Ward 1
SUBJECT: Accept bid from Resource Machinery & Engineering, Ventura, California (\$203,120.30) for a portable belt feeder for the Mt. Vernon Green Waste Facility.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid.

BACKGROUND:

Bids were solicited for a portable belt feeder for the Mt. Vernon Green Waste facility. Six bids were received in response to the solicitation. The low bid exceeded the maximum height specification of the hopper which prevents the City's loader equipment from reaching over the rim. The loading function is a key element for the operation of the feeder. Staff recommends declaring the low bidder non-responsive based on the failure to meet specifications. The next lowest bid from Resource Machinery & Engineering meets the height restriction specification and is considered acceptable by staff.

This replacement belt feeder is a part of a compost automation project at the Green Waste facility. Council rejected bids previously solicited for this equipment due to several inconsistencies in the proposals received. As promised by staff, this equipment was re-bid based on revised specifications in an effort to lower costs on these purchases and elicit adequate responses.

Funds are budgeted in the Public Works Capital Improvement budget within the Refuse Enterprise Fund for this purchase. Approximately 60% of the cost will be reimbursed by Kern County per the Greenwaste Agreement for cost sharing at the Facility. There is no General Fund impact associated with this purchase.

The six bids received, including the non-responsive bid are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>	<u>RESPONSIVE YES/NO</u> <u>REASON</u>
Powerscreen of California & Hawaii Dixon, CA	\$136,395.00	No - hopper rim exceeds height as described above

Resource Machinery & Engineering Ventura, CA	\$203,120.30	YES
Valley Equipment Company, Inc. Salem, OR	\$221,371.25	Not fully evaluated
Ecoverse Industries Avon, OH	\$228,870.81	Not fully evaluated
Superior Industries, Inc. Morris, MN	\$468,527.65	Not fully evaluated
B & H International LLC Bakersfield, CA	\$502,131.16	Not fully evaluated

Staff finds the bid submitted by Resource Machinery & Engineering, Ventura, California, to be acceptable and recommends approval of the purchase.

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Bids ai.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 11/20/2019
WARD: Ward 1
SUBJECT: Purchase of a sorting station for the Mt. Vernon Green Waste Facility:

1. Accept bid from Ecoverse Industries, Avon, OH (\$294,935.79) for a sorting station with radial stacking conveyor and portable feed hopper.
2. Appropriate \$129,936 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase cost of a sorting station.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of the appropriation.

BACKGROUND:

Bids were solicited for a sorting station for the Mt. Vernon Green Waste facility. Six bids were received in response to the solicitation.

This replacement sorting station is a part of a compost automation project at the Green Waste facility. Council rejected bids previously solicited for this equipment due to several inconsistencies in the proposals received. As promised by staff, this equipment was re-bid based on revised specifications in an effort to lower costs on these purchases and elicit adequate responses.

Funds in the amount of \$165,000 are budgeted in the Equipment Management Fund for this purchase. Sufficient rental charges have been collected to cover the shortfall of funds necessary to purchase the equipment.

The six bids received are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>
Ecoverse Industries, Avon, OH	\$294,935.79
Powerscreen of California & Hawaii, Dixon, CA	\$345,858.75

Resource Machinery & Engineering, Ventura, CA	\$408,102.50
Valley Equipment Company, Inc., Salem, OR	\$448,934.40
PAPE Machinery, Fowler, CA	\$571,397.63
Superior Industries, Inc., Morris, MN	\$808,421.83

Staff finds the bid submitted by Ecoverse Industries, Avon, OH, to be acceptable and recommends approval of the purchase.



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Bids aj.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/18/2019

WARD:

SUBJECT: Accept bid and approve contract with GSE Construction Company, Inc. (\$1,297,000), for Wastewater Treatment Plant No. 3 Primary Clarifiers 5 & 7 Rehabilitation Project.

STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

BACKGROUND:

The purpose of primary clarifiers is to remove organic solids from the wastewater, the efficiency of which can greatly impact the overall ability of the plant to treat the influent. There are eight primary clarifiers at Wastewater Treatment Plant No. 3 (Plant 3), three of which are currently non-operational. This project will rehabilitate one non-operational and one operational primary clarifier. The two primary clarifiers that are to be rehabilitated were converted from secondary to primary clarifiers during the 2007 expansion project; one of which has been off-line for approximately four years. Completion of this project will allow both clarifiers to be placed back into service and also allow Plant 3 staff to inspect and address mechanical issues arising in the other on-line primary clarifiers.

The scope of work for this project includes launder wall re-sloping and coating, replacement of scum rake assemblies, repair of scum collection boxes, replacement of sludge rake assemblies, blasting and coating of clarifier metal surfaces, concrete repair, and replacement of clarifier drive units.


The Engineer's Estimate for this construction contract was \$1,348,000.00. On October 29, 2019, one bid was received. The acceptable bid was as follows:

GSE Construction, Inc.	in the amount of	\$1,297,000.00
6950 Preston Avenue		
Livermore, CA 94551		

City staff recommends award of the contract to GSE Construction, Inc. for a compensation amount of \$1,297,000 based on their proposal being the most favorable to the City.

Sewer Enterprise funds provide the funding source for this project; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description	Type
 Agreement	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **GSE CONSTRUCTION COMPANY INC.**, a California Corporation ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Wastewater Treatment Plant No. 3 Primary Clarifiers 5 and 7 Rehabilitation**, as set forth herein, which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any

- All provisions required by law to be inserted in this Agreement whether actually inserted or not
- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **One Million, Two Hundred Ninety Seven Thousand Dollars and Zero Cents (\$1,297,000.00)**. The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

- 2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.
3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.
4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
5. **TERMINATION.**
- 5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:
- 5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
- 5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

- 5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and
- 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and

is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. INSURANCE AND SECURITY.

14.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

14.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or

to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

- 14.2.1.** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 14.2.2.** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 14.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 14.2.5.** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 14.2.6.** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 14.2.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.
- 14.3. Security.** CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.
- 15. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 16. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or

willful misconduct.

17. **REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
18. **SITE INSPECTION.** CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
19. **STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.
20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to

the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.

31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **GSE CONSTRUCTION COMPANY INC.**
6950 Preston Avenue
Livermore, California 94551

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

35. **CONTRACTOR'S LICENSE INFORMATION.**

License Number 401498
Expiration Date 03/31/2021
License Classification A - General Engineering Contractor
 B - General Building Contractor
 C16 - Fire Protection Contractor
 C-61 / D21 - Machinery & Pumps

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 94-2667247
CONTRACTOR is a Corporation? Yes X No

(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"CONTRACTOR"
GSE CONSTRUCTION COMPANY INC.

By: _____
KAREN GOH
Mayor

By:  _____

PRINT NAME: Dennis Gutierrez

Title: Chief Executive Officer

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Bids ak.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/17/2019
WARD: Ward 3
SUBJECT: Retaining Wall on College Avenue between Flintridge Drive and Fairfax Road.

1. Accept and approve contract with Nicholas Construction, Inc. (\$467,500), for said project.
2. Accept and approve Encroachment Permit with East Niles Community Services District for said project.

STAFF RECOMMENDATION:

Staff recommends acceptance of second low bid, approval of contract and approval of encroachment permit.

BACKGROUND:

The City of Bakersfield and East Niles Community Services District (ENCSD) have been working in coordination on this project for the past approximately 15 years. ENCSD has dedicated land, at no cost to the City, and agreed to allow the needed improvements to be built on their property. ENCSD is allowing the City to encroach 8 feet beyond the City right-of-way to install a geogrid material needed for the construction of the new mechanically stabilized embankment (MSE) retaining wall. This retaining wall will allow for the future widening of College Avenue, which will be constructed as a separate project utilizing the City Streets Division.

This project consists of constructing a new MSE retaining wall. The construction of this wall includes installation of geogrid soil reinforcement, an underdrain system, concrete V-gutter, and the installation of a new chain link fence and gates. The retaining wall will allow the City to have the space needed to widen the north side of College Avenue from Flintridge Drive to Fairfax Road. This retaining wall will also help control the ongoing maintenance issue of soil erosion from the existing hillside.

On October 10, 2019, the City received five bids for this project. Four of the five bids received were deemed acceptable. The apparent low bid, Soil Retention Systems, Inc. was considered non-responsive due to the fact that their wall design did not comply with the design that was put out to bid by the City. Therefore, the City recommends the second low bid to be approved for

this project. The acceptable bids received are as follows:

Nicholas Construction, Inc. 251 Carsen Way Shafter, CA 93263	in the amount of	\$467,500
--	------------------	-----------

Granite Construction Company 3005 James Road Bakersfield, CA 93308 (County)	in the amount of	\$474,900
---	------------------	-----------

Bowman Asphalt, Inc. 3351 Fairhaven Drive Bakersfield, CA 93308 (County)	in the amount of	\$603,048
--	------------------	-----------

Griffith Company 1128 Carrier Parkway Avenue Bakersfield, CA 93308 (County)	in the amount of	\$661,061
---	------------------	-----------

This project is budgeted with Transportation Development Funds (TDF). There are sufficient funds available in the projects's budget to make this award. Since this project is funded with TDF funds there is no general fund impact associated with this award.

ATTACHMENTS:

Description	Type
▣ Construction Projects Agreement-Nicholas Construction	Agreement
▣ Encroachment Permit	Agreement

AGREEMENT NO. _____

CONSTRUCTION PROJECTS AGREEMENT

This **CONSTRUCTION PROJECTS AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **NICHOLAS CONSTRUCTION, INC.**, (a California Corporation) ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of engineering and building; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the **Retaining Wall on College Avenue between Flintridge Drive and Fairfax Road** ("Project"), as set forth herein, which is not paid for with federal funds].

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. SCOPE OF WORK.

1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:

- Notice to Contractors
- Special Provisions
- Bid Proposal
- Bidder's Bond
- Performance Bond
- Material and Labor Bond
- Letters of transmittal, if any
- All provisions required by law to be inserted in this Agreement whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR – PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) **(if Project Federally Funded)**
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) **(if Project Federally Funded)**
- Subcontracting Request Form (Exhibit 16-B, LAPM) **(if Project Federally Funded)**
- Prevailing Wage Rates (Davis-Bacon) **(if Project Federally Funded)**
- Title VI Assurances and Appendices **(if Project Federally Funded)**

1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed **Four Hundred Sixty Seven Thousand, Five Hundred Dollars and Zero Cents (\$467,500.00)** (Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from

CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

3. **SCHEDULING.** When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.

4. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

5. **TERMINATION.**

5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:

5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;

5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

- 5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and
- 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided, designs commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
6. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
7. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and

is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

8. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
9. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
10. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

14. INSURANCE AND SECURITY.

14.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

14.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

14.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.2.2. Provide products and completed operations coverage;

14.1.2.3. Provide premises, operations, and mobile equipment coverage; and

14.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or

to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.2. General Provisions Applying to All Insurance Types.

- 14.2.1.** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 14.2.2.** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 14.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 14.2.5.** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 14.2.6.** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 14.2.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.
- 14.3. Security.** CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.
- 15. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 16. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a

party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

17. **REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
18. **SITE INSPECTION.** CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
19. **STOP NOTICES OR LIENS.** CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.
20. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
21. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.

22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
23. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
25. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
26. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
27. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
28. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
29. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
30. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the

modification must be approved by the City Council.

31. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
32. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF BAKERSFIELD**
CITY HALL
1600 Truxtun Avenue
Bakersfield, California 93301

CONTRACTOR: **NICHOLAS CONSTRUCTION, INC.**
251 Carsen Way
Shafter, California 93263

33. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
34. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
35. **CONTRACTOR'S LICENSE INFORMATION.**

License Number	<u>843461</u>
Expiration Date	<u>07/31/2020</u>
License Classification	<u>A – General Engineering Contractor</u> <u>B – General Building Contractor</u>

36. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number: 03-054-312
CONTRACTOR is a corporation? Yes X No
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

"CONTRACTOR"
NICHOLAS CONSTRUCTION, INC.

By: _____
PRINT NAME: Alex Silicz
Title: Sec., VP

**EAST NILES COMMUNITY SERVICES DISTRICT
ENCROACHMENT PERMIT**

DATE: _____

Permittee: City of Bakersfield
1600 Truxtun Avenue
Bakersfield, CA 93301

Pursuant to your request, East Niles Community Services District ("District") hereby grants to the above-named permittee, to the extent its right, title and interest will allow, a non-exclusive permit to use and occupy certain real property (herein called "premises") for the purposes hereinafter stated and subject to the covenants, conditions, restrictions and provisions contained herein and in PART 1 - SPECIAL PROVISIONS and PART 2 - GENERAL PROVISIONS, each of which is attached hereto and by this reference made a part hereof.

This permit is to be strictly construed as to work and location, and no encroachment other than that specifically described herein is authorized hereby.

This permit is expressly conditioned upon the performance of the work in accordance with the specifications referenced herein. Failure to so perform shall constitute an immediate forfeiture of this permit without further notice.

EAST NILES COMMUNITY SERVICES DISTRICT

BY: _____

READ AND ACCEPTED:

BY: _____
Permittee

Date: _____

**EAST NILES COMMUNITY SERVICES DISTRICT
ENCROACHMENT PERMIT**

PART 1 - SPECIAL PROVISIONS

1. Purpose:

Encroaching on the East Niles Community Services District's College/Fairfax Tank Site with a geofabric reinforcement for the purposes of providing SLOPE reinforcement for a proposed retaining wall, to be constructed by Permittee, as depicted on Exhibit A.

2. Location:

The facilities to be installed are located in Section 24, Township 29 South, Range 28 East, M.D.B.M., and adjacent to the District's College/Fairfax Tank Site as shown on Exhibit A.

3. Effective Date:

This encroachment permit will not become effective unless and until fully executed by all parties and returned to the District. District may completely revoke this encroachment permit at any time, for no cause, prior to receiving a fully executed copy of this permit.

4. Completion of Construction:

No work may commence until an encroachment permit has been fully executed and returned to the District. Upon commencement of work, it shall be completed within 50 working days.

5. Term:

As provided in the General Provisions, including the earlier to occur of those matters specified in Section 17 or until such time that said encroaching facilities may be abandoned and removed.

6. Surety Bond(s):

None.

7. Insurance:

Bodily injury coverage shall be for not less than \$500,000.00 per person and not less than \$500,000.00 per occurrence. Property damage coverage shall be for not less than \$500,000.00. Permittee may self-insure.

8. Consideration:

Permittee shall pay an initial deposit of \$ 0.00, which shall cover the anticipated District costs associated with the granting of this permit and costs associated with

ENCSD Encroachment Permit No. 2019-01

inspecting Permittee's work. In the event District costs exceed \$ 0.00, Permittee shall be billed for, and promptly pay, such costs.

9. Requirements:

- a. Contact District prior to construction and prior to completion for inspection, and allow District access at all reasonable times.
- b. This Permit allows Permittee to encroach upon District's real property interests only. Permittee is responsible for independently obtaining its own easement rights, if any, from the owner of the underlying fee simple interest as provided in Section 18 of PART 2 – GENERAL PROVISIONS.

PART 2 - GENERAL PROVISIONS

1. Acceptance of Provisions:

Permittee agrees that the performance of any work under this permit shall constitute an acceptance by Permittee of the provisions thereof.

2. Surety Bond(s):

A Surety Bond or Bonds in such form and amounts as are satisfactory to the District may be required to insure performance in accordance with all the terms, conditions and restrictions hereof. Amounts of Bonds, if required, shall be as set forth in PART 1 - SPECIAL PROVISIONS.

3. Insurance:

Permittee shall obtain and maintain during the term of this permit, at Permittee's sole cost and expense, public liability and property damage insurance, and any other insurance required by the District, in the amounts set forth in PART 1 - SPECIAL PROVISIONS. Said insurance shall be in a form and with companies satisfactory to District, shall cover the liability of Permittee under this permit and shall name East Niles Community Services District, its officers, agents, servants and employees as additional insureds.

4. Consideration:

As consideration for this encroachment permit, Permittee shall pay to District the amount or amounts set forth in PART 1 - SPECIAL PROVISIONS in the manner provided therein.

5. Notice:

Prior to commencing any work at any site authorized herein, Permittee shall give at least three (3) days' notice to the District.

6. Permit on Work Site:

This permit shall be kept on the premises during construction and upon request must be shown to any representative of District.

7. Satisfaction of District:

All work to be performed hereunder shall be performed to the satisfaction of District.

8. Protection of District Facilities:

Permittee shall construct, maintain and repair any facilities authorized hereunder and shall exercise reasonable care in inspecting for and immediately repairing any injury to District facilities which occurs as a result of the existence of said encroachment or as the result of any work performed hereunder, in a manner acceptable to District.

9. Familiarity with District Facilities:

Permittee is advised and understands that District's facilities may be used for delivering domestic water supplies. Permittee shall be familiar with the surrounding property before commencing any work, and shall be responsible for restoring District facilities damaged by Permittee, at no cost to the District.

10. Indemnification:

Permittee agrees to protect, defend (with counsel acceptable to District), indemnify and hold District and its officers, agents, servants and employees free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character (including the amount of judgment, penalties, interest, court costs and legal fees incurred by District or its officers, agents, servants and employees in defense thereof) arising in favor of any party (including governmental agencies or bodies) on account of taxes, claims, liens, debts, personal injuries, or death (including injury to or death of officers, employees, servants and agents of District) or damages to property (including property of District) and, without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with, or arising directly or indirectly out of performance or non-performance by Permittee hereunder; excepting only claims arising out of accidents resulting from the sole negligence or willful misconduct of District. In the event of any damage caused by the concurring negligence or wrongful acts of the parties, the damage resulting therefrom shall be apportioned in accordance with the principles of comparative negligence. Permittee further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit at its sole cost and expense, and agrees to bear all other costs and expenses related thereto even if the claim, demand or suit is groundless, false or fraudulent.

11. Hazardous Material Cleanup, Indemnification, and Notice

Permittee shall be solely responsible for the payment of all remediation and cleanup costs associated with the release, spill, or discharge of any hazardous substance upon the premises including, but not limited to, any oil or gas leak, spill or release. Permittee shall also be responsible for any and all cleanup costs necessary for compliance with any applicable State or Federal environmental law or regulation that arises as a result of Permittee's discharge, release or spill of a hazardous substance upon the premises.

Permittee shall indemnify, defend (with counsel acceptable to District), and hold harmless District from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that District may incur by reason of any release, spill, leak or discharge, and subsequent cleanup or remediation, of any hazardous substance upon the premises.

Permittee shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Permittee to the U.S. Environmental Protection Agency, the California Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances. Permittee shall also supply District with written confirmation of any notices or reports regarding releases of hazardous wastes or substances that Permittee makes orally or by telephone to any such governmental agency.

12. Restoration:

Permittee shall restore the premises (including fencing if any exists) as nearly as possible to the same state they were in prior to the construction and, in any event, to a condition fully satisfactory to District. Said restoration shall be accomplished in a manner which does not adversely affect the capacity or flow characteristics and/or safety of District's facilities and property.

13. Relocation:

At such time or times as, in the reasonable opinion of the District, the facilities constructed or installed hereunder unduly interfere with District's reasonable use of or operations upon its property or District desires to relocate or enlarge its facilities thereon.

which would require removal or relocation of Permittees facilities, Permittee shall, at its own risk and expense, within one hundred eighty days (180 days) after notice from District, relocate and/or reconstruct said facilities as specified by District in its notice and Permittee shall immediately thereafter restore the premises as provided in Paragraph 12 hereof. Prior to any removal request within the geofabric area (8' +/-) that encroaches into the right of way per attached Exhibit A, District and Permittee shall first meet and confer to determine if other arrangements, short of removal, can be agreed upon.

14. Removal:

Permittee agrees that, in the event this permit is terminated as provided in Paragraph 17 hereof, it will, upon request and at its sole expense and risk, remove all facilities placed by it in, over or upon the premises, and Permittee shall immediately thereafter restore said premises as provided in Paragraph 12 hereof.

15. No Interest in Real Property:

It is agreed and understood that no interest in real property is conveyed hereby but merely the right of encroachment on and in the surface of the premises for the purposes stated herein.

16. No Precedent:

This permit is granted with the understanding that no precedent shall be established with regard to permitting any certain kind of encroachment within District rights of way or property.

17. Termination:

Except as may otherwise be provided in PART 1 - SPECIAL PROVISIONS, this permit shall continue in full force and effect until terminated by operation of law, by mutual consent, by Permittee's breach of any of its obligations hereunder, or by Permittee's abandonment of the facilities constructed hereunder. However, District may, at any time with 180 day notice to permittee, revoke and terminate this permit based upon changed circumstances or other reasonable cause, as determined by District.

18. Other Permits:

Permittee shall secure, whenever required by law, a written order or consent to performance of the work contemplated hereunder from any public board or body having jurisdiction, and this permit shall not be valid or effective until such order or consent is

obtained. In addition, Permittee shall secure, whenever necessary the written permission of any other persons or entities having or claiming to have an interest in the premises prior to the start of construction, it being understood that District does not warrant or guaranty its title to said property nor the nature of its interest therein.

19. Use of District Facilities:

This permit strictly authorizes the Permittee to encroach upon District's property rights and facilities in accordance with the specifications referenced herein. District makes no warranty, expressed or implied, with respect to the quality or condition of said District property rights and facilities. Permittee understands this encroachment permit in no way entitles the Permittee to water rights nor guarantees the use of District facilities.

IN WITNESS WHEREOF, the undersigned have executed this agreement the day and year first above written.

EAST NILES COMMUNITY SERVICES DISTRICT

BY: _____

APPROVED AND ACCEPTED:

BY: _____

Date: _____

THE FULLY EXECUTED ORIGINAL MUST BE RETURNED TO THE OFFICE OF EAST NILES COMMUNITY SERVICES DISTRICT BEFORE THIS PERMIT BECOMES EFFECTIVE

CITY OF BAKERSFIELD SIGNATURE PAGE FOR East Niles Community Services
District Encroachment Permit No. 2019-01
CIP Project No.: T7K205 – Retaining Wall on College Avenue
Between Flintridge Drive and Fairfax Road

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

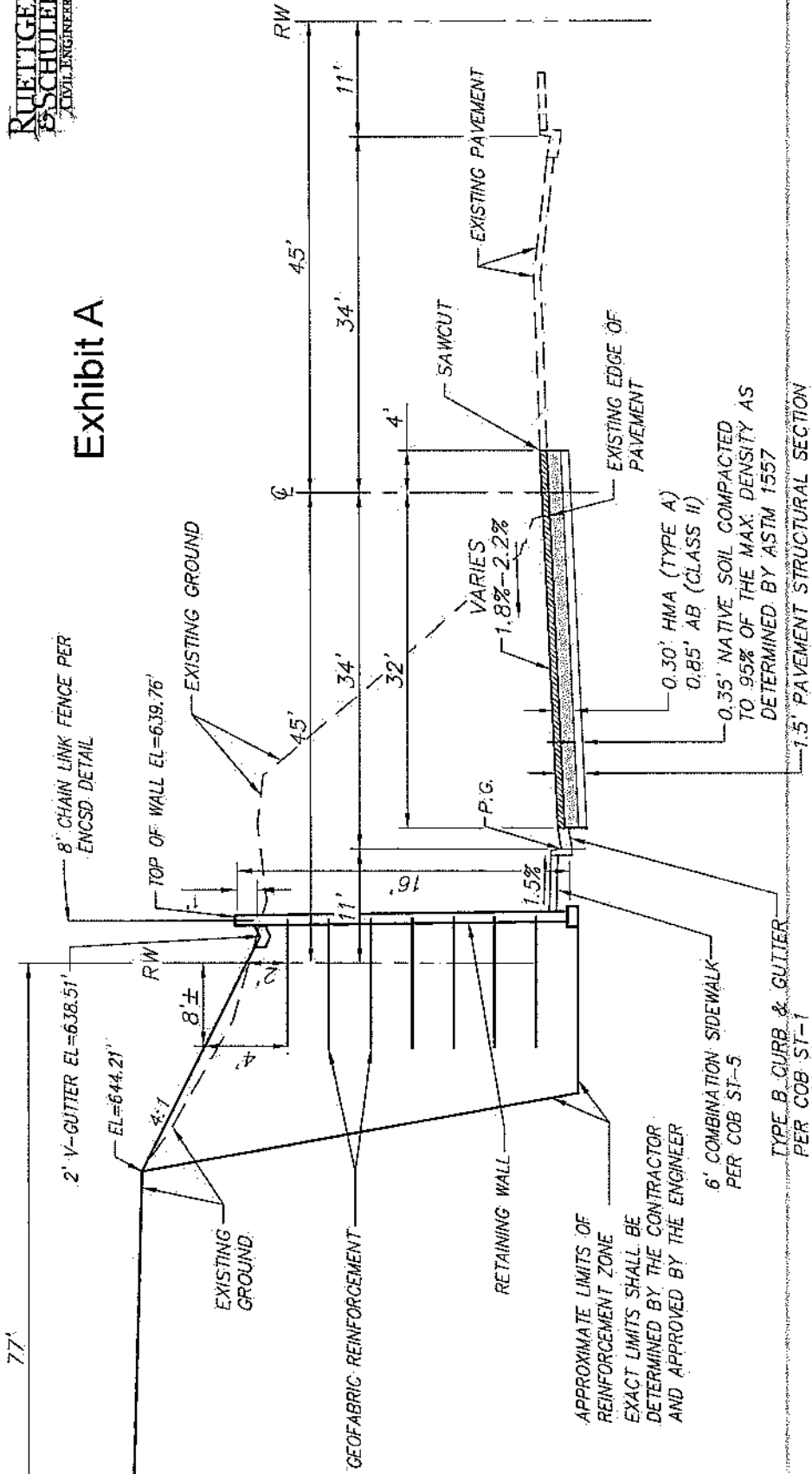
By: _____
NICK FIDLER
Public Works Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Exhibits: Exhibit A – Retaining Wall Exhibit

Exhibit A



STA: 15+00.55

HORIZ. 1"=10'
VERT. 1"=5'



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous al.

TO: Honorable Mayor and City Council

FROM: Anthony Galagaza, Fire Chief

DATE: 11/19/2019

WARD:

SUBJECT: Appropriate \$18,428.66 Firehouse Subs Public Safety Foundation grant revenue to the Fire Department Operating budget within the General Fund for the purchase of inflatable motorized rescue boat with trailer.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

The Bakersfield Fire Department was awarded \$18,428.66 grant from Firehouse Subs Public Safety Foundation for the purchase of a fourteen-foot inflatable motorized rescue boat with accessories and a trailer. Firehouse Subs Public Safety Foundation funds purchases of lifesaving equipment, prevention education, disaster relief, scholarships and continuing education in an effort to impact lifesaving capabilities, the lives of local heroes and their communities.

The Bakersfield Fire Department (BFD) provides swift water rescue services for the Kern River from the mouth of the Kern Canyon to the Enos lane. Currently, the BFD utilizes non-motorized boats for rescues. The Kern River is a very dangerous river and firefighters must navigate the swift and deadly rapids in inflatable rescue boats equipped with oars only. This inflatable motorized boat powered by a 40 horse Evinrude engine, will allow fast, safe, and efficient rescues. Additionally, BFD resources are also available for California State Master Mutual Aid responses and routinely respond to emergencies outside of the City's geographical response area.

The Bakersfield Fire Department received the \$18,428.66 grant from Firehouse Subs Public Safety Foundation for the purchase of an inflatable motorized rescue boat with accessories and a trailer.



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous am.

TO: Honorable Mayor and City Council
FROM: Dianne Hoover, Director of Recreation and Parks
DATE: 10/30/2019
WARD:
SUBJECT: Review and acceptance of the Fiscal Year 2018-2019 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends acceptance of the report.

BACKGROUND:

State Government Code Section 66006 requires a local agency receiving certain development-related fees, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this code section. The attached compliance report for park impact fees for the fiscal year ended June 30, 2019 provides this information. At the November 6, 2019 Council meeting, Council approved making available the report to the public pursuant to state law.

On November 7, 1990, Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within the City of Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct or enhance a public park.

On April 19, 1995, Council established an orderly process for the dedication, reservation and acquisition of park land within the city for the purpose of supplying public parks and recreation facilities. The subdivider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires that the local agency review the information made available to the public at the next regularly scheduled public meeting after the information is made available. This item is intended to comply with state law, therefore staff recommends the Council review and accept the report.

ATTACHMENTS:

Description	Type
<div data-bbox="164 153 183 180" data-label="Image"></div> <div data-bbox="224 153 740 180">FY 2018-2019 PIF Annual Compliance Report</div>	Backup Material



BAKERSFIELD

THE SOUND OF *Something Better*

CITY OF BAKERSFIELD

FISCAL YEAR 2018-2019

ANNUAL COMPLIANCE REPORT FOR PARK IMPACT FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

**ANNUAL COMPLIANCE REPORT FOR
PARK IMPACT FEES**

(California Government Code § 66006)

FY 2018-19

MAYOR

Karen Goh

CITY COUNCILMEMBERS

Willie Rivera
Andrae Gonzales
Ken Weir
Bob Smith
Bruce Freeman
Jacquie Sullivan
Chris Parlier

Councilmember, Ward 1
Councilmember, Ward 2
Councilmember, Ward 3
Councilmember, Ward 4
Councilmember, Ward 5
Councilmember, Ward 6
Councilmember, Ward 7

Submitted by

Alan Tandy
City Manager

CITY OF BAKERSFIELD

EXECUTIVE STAFF

Alan Tandy

City Manager

Virginia Gennaro

City Attorney

Art Chianello

Water Resources Manager

Anthony Galagaza

Fire Chief

Dianne Hoover

Recreation and Parks Director

Phil Burns

Interim Development Services Director

Lyle Martin

Police Chief

Nick Fidler

Public Works Director

Randy McKeegan

Finance Director

**Annual Compliance Report for Park Impact Fees
(California Government Code § 66006)**

Table of Contents

	<u>Page</u>
Introduction.....	1
Summary of FY 2018-19 fiscal activity.....	1
Annual reporting requirements.....	2
Description of fee.....	3
Amount of fee.....	3
Beginning and ending fund balance.....	4
Fees collected and interest earned.....	4
Public improvements.....	4
Estimated timing of projects.....	4
Inter-fund transfers/loans.....	4
Refunds.....	4
Public improvements.....	Attachment A
Estimated timing of projects.....	Attachment B
Park Zone Map.....	Attachment C

Introduction

Development Fee Types

As new residents move into the City of Bakersfield, they will require additional park and recreation services and capital facilities. In order to ensure that new development does not reduce the current level of service, the City of Bakersfield can charge new development to cover the cost of providing additional parkland and park facilities. Park development fees can be charged under two California Statutes; the Park Acquisition Fees (Quimby Act) and Park Development/Improvement Fees.

Park Development/Improvement Fee:

On November 7, 1990, Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within the City of Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct or enhance a public park.

Park Acquisition Fee:

On April 19, 1995, Council established an orderly process for the dedication, reservation and acquisition of park land within the city for the purpose of supplying public parks and recreation facilities. The subdivider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

Summary of FY 2018-19 Fiscal Activity

	Park Improvement Fund*				
	South/Southwest Zone 1	Central Zone 2	Northeast Zone 3	NOR	Total
Fund Balance - Beginning 7/1/2018	\$ 5,021,083	\$ 209,174	\$ 52,354	\$ -	\$ 5,282,611
Revenues					
Park Development and Acquisition Fees	1,796,578	301,786	106,240		2,204,604
North of the River Recreation and Parks				226,554	226,554
Interest Income	129,588	24,393	32,131	61,860	247,972
Total Revenues					2,679,130
Expenditures					
Capital Projects	2,656,193	200,497	10,944	202,042	3,069,675
Total Expenditures					3,069,675
Fund Balance - Ending 6/30/2019	\$ 4,291,056	\$ 334,856	\$ 179,782	\$ 86,372	\$ 4,892,065

* <http://www.bakersfieldcity.us/gov/depts/finance/cafr.htm>

Government code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

(A) *Description of fee*

Park Development/Improvement Fees:

- The fee for park development and improvement is to finance the development, improvement, and/or enhancement of public parks and recreation facilities. Funds shall be used exclusively for projects as identified in the capital improvement plan, the Parks Element of the Bakersfield Metropolitan General Plan, or comprehensive park plan approved by the City Council. (Ord. 3327)
- The City will collect a park development, improvement, and enhancement fee for each new dwelling unit within city boundaries. These fees will be imposed and collected at the date of final inspection or the date the certificate of occupancy is issued, whichever occurs first. Fee may be paid at time of building permit issuance if a developer chooses. (BMC 15.82.040)

Park Acquisition Fees:

- The subdivider shall dedicate land so that a park and its development shall be sufficient in size, topography and design that bear a reasonable relationship to serve the present and future needs of the residents of the subdivision and be consistent with the policies of the Bakersfield Metropolitan General Plan. When a fee is to be paid in-lieu of land dedication, the subdivider shall, in-lieu of dedicating land, pay a fee equal to the value of the land which would otherwise be required for dedication. (Ord. 3646)

(B) *Amount of fee*

Park Development/Improvement Fee

- From July 1, 2018 to August 5, 2018, the Park Development and Improvement Fee was as follows*:

Residential – per living unit	Fee
Single Family Dwelling	\$1,900
Duplex Dwelling Unit	\$1,900
Multiple Family Dwelling Unit	\$1,900
Mobile Home	\$1,900

*Resolution No. 172-16 (available at: <http://docs.bakersfieldcity.us/WebLink/Welcome.aspx>)

- From August 6, 2018 to June 30, 2019, the Park Development and Improvement Fee was as follows*:

Residential – per living unit	Fee
Single Family Dwelling	\$2,095
Duplex Dwelling Unit	\$2,095
Multiple Family Dwelling Unit	\$2,095
Mobile Home	\$2,095

*Resolution No. 075-18 (available at: <http://docs.bakersfieldcity.us/WebLink/Welcome.aspx>)

Park Acquisition Fee

- The amount of in-lieu fee shall be determined in accordance with the following formula**:

Number of Dwelling Units x .0025 x APPDU* x Fair Market Value Per Buildable Acre

*APPDU: Average Persons Per Dwelling Unit

**Ordinance No. 3646

(C) Beginning and ending fund balance*

- Park Development Fund

Beginning Balance @ 7/1/18	\$ 5,282,611
Ending Balance @ 6/30/19	\$ 4,805,694

* Note: NOR is an entity that is separate and distinct from City fund balance. The City collects park improvement fees and interest earned on those fees on behalf of NOR and holds them in a separate trust account. Beginning and ending NOR trust balance:

Beginning Balance @ 7/1/18	\$ 3,018,741
Ending Balance @ 6/30/19	\$ 3,105,113

(D) Fees collected and interest earned

Park Development/Improvement:

- | | |
|--|--------------|
| • North of the River Recreation and Parks Fees | \$ 226,554 |
| • Park Development/Improvement Fees | \$ 2,029,402 |
| • Interest Earned | \$ 221,498 |

Park Acquisition:

- | | |
|-------------------------|------------|
| • Park Acquisition Fees | \$ 175,202 |
| • Interest Earned | \$ 26,474 |

(E) Public Improvements

- See "Attachment A"

(F) Timing of projects

- See "Attachment B"

(G) Inter-fund transfers/loans

- No transfers were made during the fiscal year.

(H) Refunds

Park Development/Improvement

- No refunds were made during the fiscal year.

Attachment A

Summary of Expenditures for Park Improvement Fund For Fiscal Year 2018-19

Project, Zone	Fee Type:	Project Description	Total Expenditures for Park Development Fund (Fund 321)	% of Total Project Cost funded with park impact fees and interest earnings
---------------	-----------	---------------------	---	--

CITY

P4C131, 1	Development	Sports Village Phase III	1,344,427.36	100.00%
P8C234, 1	Development	Sports Village Phase IV	1,311,765.52	58.09%
P9C212, 2	Development	Jastro Park Pickle Ball	111,136.67	52.19%
P8C233, 2	Development	Jastro Park Shade Structure	89,360.00	100.00%
P4C132, 3	Development	Mesa Marin Phase II	10,943.89	23.20%

TOTAL CITY 2,867,633.44

NOR

				0%
--	--	--	--	----

TOTAL NOR 0.00

TOTAL CITY & NOR \$ 2,867,633.44

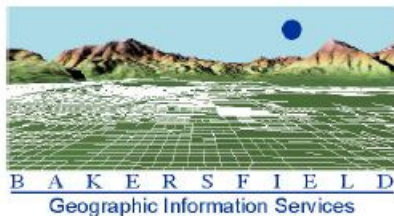
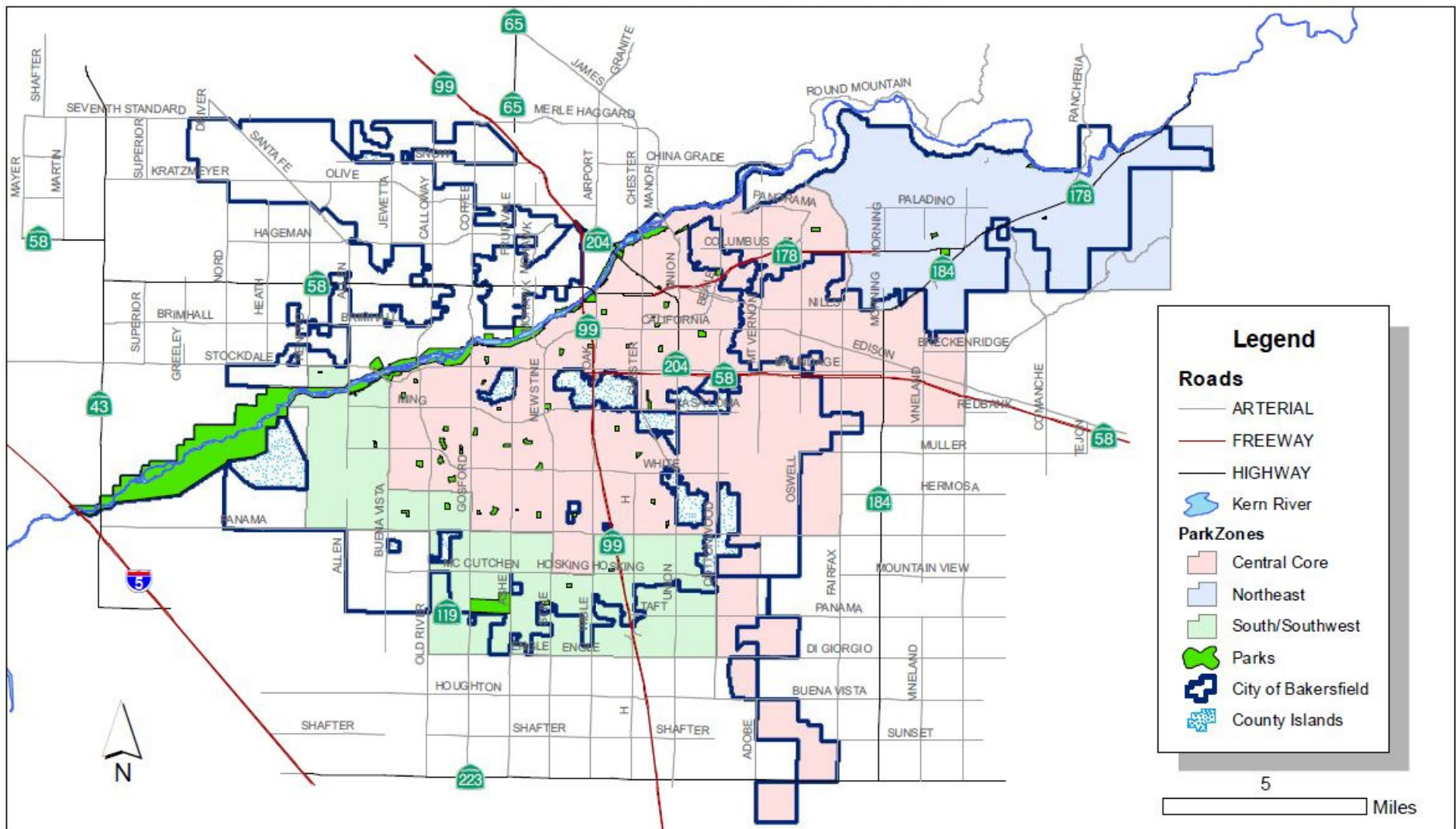
Attachment B

CITY OF BAKERSFIELD CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN PROJECT SUMMARY BY DEPARTMENT RECREATION AND PARKS

Project #	Project Title	:DUG	6RXUFF	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
P8C234	SPORTS VILLAGE PHASE IV		COF	311	\$ 500,000	\$ -	- \$	- \$	- \$	500,000
			WMR	633	290,000	-	-	-	-	290,000
			PIF	321	1,000,000	-	-	-	-	1,000,000
P9C212	JASTRO PRK PICKLE BALL CO		PIF	321	118,000	-	-	-	-	118,000
P9C214	MCM AQUATIC CTR IMPROVEME		CDBG	111	316,000	-	-	-	-	316,000
P9C215	PLAYGROUND SAFETY RESURFA		COF	311	200,000	-	-	-	-	200,000
P9C216	AKERS & MCKEE STREETSCAPE		COF	311	120,000	-	-	-	-	120,000
P9C220	DROUGHT RELATED TREE REPLC		COF	311	250,000	-	-	-	-	250,000
P9C221	MESA MARIN PHASE III		PIF	321	200,000	-	-	-	-	200,000
			COF	311	100,000	-	-	-	-	100,000
7RWI					\$ 3,094,000	\$ -	- \$	- \$	- \$	3,094,000

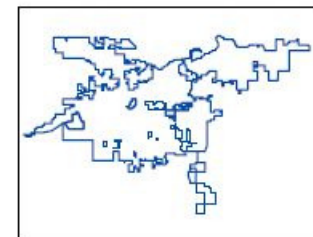
City of Bakersfield - Park Zones

Attachment C



Prepared by the City of Bakersfield, CA, Division of Information Technology, Geographic Information Services.

The City of Bakersfield makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous an.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/12/2019

WARD:

SUBJECT: Fiscal Year 2018-2019 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2018-2019 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees (report will be made available at the Public Works Department).

BACKGROUND:

Attached is the City's annual compliance report for Bridge Crossings and Major Thoroughfare Fees for the fiscal year ended June 30, 2019 prepared in accordance with California Government Code §66006.

A local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons, or constructing major thoroughfares (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the January 8, 2020 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

ATTACHMENTS:

Description	Type
📎 FY 18-19 MBTA Full Report	Backup Material



CITY OF BAKERSFIELD

FISCAL YEAR 2018-2019

ANNUAL COMPLIANCE REPORT FOR BRIDGE AND MAJOR THOROUGHFARE DISTRICT FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

ANNUAL COMPLIANCE REPORT FOR BRIDGE AND MAJOR THOROUGHFARE DISTRICT FEES

FY 2018-2019

City Council

Karen Goh.....	Mayor
Willie Rivera.....	Member/Ward 1
Andrae Gonzales.....	Member/Ward 2
Ken Weir.....	Member/Ward 3
Bob Smith.....	Member/Ward 4
Bruce Freeman.....	Member/Ward 5
Jacquie Sullivan.....	Member/Ward 6
Chris Parlier.....	Vice Mayor/Member/Ward 7

Administrative Personnel

Alan Tandy	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Development Services Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Lyle Martin	Police Chief
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

**Annual Compliance Report for
Bridge and Major Thoroughfare District Fees**

Table of Contents

	<u>Page</u>
Introduction.....	1 -2
Annual reporting requirements.....	3
Description of Fee	4
Amount of Fee	4
Ashe Road Bridge and Major Thoroughfare District	5
West Beltway Bridge and Major Thoroughfare District.....	6
West Ming – Kern River Canal Bridge and Major Thoroughfare District	7
Taft Highway – Farmer’s Canal Bridge District	8
East Panama – Central Canal (North Half) Bridge District	9

Introduction

A local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons, or constructing major thoroughfares. (GC §66484)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

There are seven Bridge and Major Thoroughfare Districts (BMTD) within the metropolitan Bakersfield area subject to Government Code §66006:

1. Ashe Road bridge and major thoroughfare district (Ward 6) - Ashe Road BMTD is to pay for the construction of one railroad crossing and two canal crossings on Ashe Road between the Southern Pacific Railroad (Buttonwillow/Asphalto branch) and Panama Lane.
2. Miramonte Drive-Chase Avenue planned major thoroughfare area (Ward 3) - Miramonte-Chase BMTD is to pay for the extension of Miramonte Drive from the south Section line of Section 15, Township 29 South, Range 29 East, Mount Diablo Base and Meridian to Chase Avenue, and to construct two lanes on Chase Avenue from Miramonte Drive to Comanche Drive.
3. Morning Drive-College Avenue planned major thoroughfare area (Ward 3) - Morning-College BMTD is to pay for two lanes of Morning Drive from SR 178 to College Avenue and of College Avenue from Morning Drive to College's current ending point just east of Valencia Drive.
4. West Beltway planned major thoroughfare area (Ward 5) – West Beltway BMTD is to pay for two lanes of the West Beltway to arterial standards from Ming Avenue to the Asphalto Railroad.
5. West Ming – Kern River Canal bridge district (Ward 5) – West Ming – Kern River Canal bridge district was formed to pay for two local collector crossings over the Kern River Canal in the West Ming Specific Plan Area.
6. Taft Highway – Farmers Canal Bridge District (Ward 6) – this bridge district was formed as a condition of Resolution No. 50-12 to pay for the cost of widening the Farmers Canal crossing on Taft Highway.

7. East Panama Lane – Central Canal (North Half) Bridge District (Ward 1) – this bridge district was formed as a condition of approval for Zone Change 05-1507 and Vesting Tentative Tract Map 7029 to pay for the cost to widen the East Panama Lane Crossing of the Central Canal (North Half).

The amount of the fees collected and any interest earned in the above bridge crossing and major thoroughfare areas (MBTA) are separated into individual funds in accordance with California Government Code §66484(e) and Bakersfield Municipal Code §16.32.060(F)(3).

Annual Reporting Requirements

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

As of the date of this report, no BMTD fees have been collected and no expenditures have been made for Miramonte Drive-Chase Avenue MBTA & Morning Drive-College Avenue BMTA. The only GC §66006(b) (1) reportable items for these MBTDs are:

Requirement A – Description of fee
Requirement B – Amount of fee

(A) *Description of fee*

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan.(BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) *Amount of fee*

- **Miramonte Drive-Chase Avenue Planned Major Thoroughfare Area**

\$3,779,003 ÷ 1019.61 acres = \$3,706.32 / gross acre¹

- **Morning Drive-College Avenue Planned Bridge and Major Thoroughfare Area**

Fee Per Acre ²				
Year	General Commercial	Office Commercial	High to Medium Density Residential	Low Density Residential
2018	\$211,684	\$117,988	\$22,306	\$12,746
2019	\$226,502	\$126,247	\$23,868	\$13,639

¹Resolution No. 095-10 available at: <http://lf/WebLink/0/doc/908623/Page1.aspx>

²Resolution No. 053-09 available at: <http://lf/WebLink/0/doc/805961/Page1.aspx>

ASHE ROAD MAJOR BRIDGE AND THOROUGHFARE DISTRICT

(A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTA boundaries¹:

Ashe Road Major Bridge and Thoroughfare District Fee	
Year	Fee per gross acre
2018	\$790.00
2019	\$790.00

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/18	\$1,950.55
Ending Balance @ 6/30/19	\$7,022.88

(D) Fees collected and interest earned

• MTD fees	\$4,982.42
• Interest Earned	\$79.91
• Market Value Adjustment	\$10.00

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

N/A

(H) Refunds

- N/A

¹ Resolution No. 67-89 is available at: <http://lf/WebLink/0/doc/3732/Page1.aspx>

WEST BELTWAY MAJOR THOROUGHFARE AREA

(A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTA boundaries²:

West Beltway Major Thoroughfare Area Fee	
Year	Fee per EDU
2018	\$362.94
2019	\$365.12

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/18	\$178,387.63
Ending Balance @ 6/30/19	\$286,035.99

(D) Fees collected and interest earned

• MTA fees	\$101,418.80
• Interest Earned	\$ 5,181.56
• Market Value Adjustment	\$ 1,048.00

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

N/A

(H) Refunds

- N/A

² Resolution No. 014-14 is available at: <http://lf/WebLink/0/doc/1050173/Page1.aspx>

WEST MING – KERN RIVER CANAL BRIDGE DISTRICT

(A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTD boundaries:

Fee per Equivalent Dwelling Unit (EDU) ¹		
Fee Area No. 1	North of Kern River Canal	\$721.17 / EDU
Fee Area No. 2	South of Kern River Canal	\$460.08 / EDU

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/18	\$100,501.60
Ending Balance @ 6/30/19	\$188,364.50

(D) Fees collected and interest earned

• MBTD fees	\$84,148.99
• Interest Earned	\$ 3,128.91
• Market Value Adjustment	\$ 585.00

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 123-16 is available at: <http://lf/WebLink/0/doc/1285033/Page1.aspx>

TAFT HIGHWAY – FARMERS CANAL BRIDGE DISTRICT

(A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the MBTD boundaries:

Taft Highway – Farmers Canal Bridge District¹	
Year	Fee per acre
2018	\$446.82
2019	\$460.22

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/18	\$6,291.37
Ending Balance @ 6/30/19	\$6,463.97

(D) Fees collected and interest earned

• MBTD fees	\$ 0
• Interest Earned	\$134.60
• Market Value Adjustment	\$ 38.00

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹Resolution No. 187-17 is available at: <http://lf/WebLink/0/doc/1372858/Page1.aspx>

EAST PANAMA LANE - CENTRAL CANAL (NORTH HALF) BRIDGE DISTRICT

(A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed and collected pursuant to Section 66484 of the California Government Code for the purpose of defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares identified in the transportation or flood control provisions of the circulation element of the Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the MBTD boundaries:

East Panama Lane-Central Canal (North Half) Bridge District¹	
Year	Fee per acre
2018	\$1,782.68
2019	\$1,782.68

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/18	\$ 0
Ending Balance @ 6/30/19	\$54,326.95

(D) Fees collected and interest earned

• MBTD fees	\$53,783.46
• Interest Earned	\$ 555.49
• Market Value Adjustment	\$ (12.00)

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹Resolution No. 013-18 is available at: <http://docs.bakersfieldcity.us/weblink/0/doc/1379233/Page1.aspx>

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous ao.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/12/2019
WARD:
SUBJECT: Fiscal Year 2018-2019 Annual Compliance Report for Planned Drainage Area Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2018-2019 Annual Compliance Report for Planned Drainage Area Fees (report will be made available at the Public Works Department).

BACKGROUND:

Attached is the City's annual compliance report for Planned Drainage Area Fees for the fiscal year ended June 30, 2019 prepared in accordance with California Government Code §66006.

There may be imposed by local ordinance a requirement for the payment of fees for the purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the January 8, 2020 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

ATTACHMENTS:

	Description	Type
▢	FY 18-19 Planned Drainage Area Full Report	Backup Material



CITY OF BAKERSFIELD

FISCAL YEAR 2018-2019

ANNUAL COMPLIANCE REPORT FOR PLANNED DRAINAGE AREA FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

ANNUAL COMPLIANCE REPORT FOR PLANNED DRAINAGE AREA FEES

FY 2018 – 19

City Council

Karen Goh	Mayor
Willie Rivera	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	Member/Ward 5
Jacquie Sullivan	Member/Ward 6
Chris Parlier	Vice Mayor / Member/Ward 7

Administrative Personnel

Alan TandyCity Manager

Virginia GennaroCity Attorney

Christopher BoyleDevelopment Services Director

Randy McKeeganFinance Director

Anthony GalagazaFire Chief

Lyle MartinPolice Chief

Nick FidlerPublic Works Director

Dianne HooverDirector Recreation & Parks

Art ChianelloWater Resources Manager

Annual Compliance Report for Planned Drainage Area Fees

Table of Contents

	<u>Page</u>
Introduction.....	1-2
Annual reporting requirements.....	3
Breckenridge planned drainage area.....	4
Brimhall planned drainage area.....	5
Fairview planned drainage area.....	6
Golden Valley planned drainage area.....	7
Orangewood planned drainage area.....	8
Pioneer planned drainage area.....	9
Riverlakes Ranch planned drainage area.....	10
Shalimar planned drainage area.....	11
Tevis Ranch planned drainage area.....	12

Introduction

There may be imposed by local ordinance a requirement for the payment of fees for purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas and of constructing planned sanitary sewer facilities for local sanitary sewer areas. (GC §66483)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 3 of this report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

The planned drainage areas (PDA's) are separated into individual accounts in accordance with California Government Code §66483 and Bakersfield Municipal Code §16.32.060(D).

There are currently nine planned drainage areas within the metropolitan Bakersfield area subject to Government Code Section 66006:

1. Breckenridge PDA (Ward 3) – This planned drainage area covers an irregularly shaped watershed of 6,458 acres in Northeast Bakersfield, from Paladino Drive in the north to Breckenridge Road in the south; from Morning Drive and SR 178 at the northwest to Breckenridge Road and Edison Road at the south, and extending east of Comanche Road. The drainage system has been partially completed by a developer and is subject to a reimbursement agreement. The remaining system will be completed in portions by a combination of developers and the City.
2. Brimhall PDA (Ward 4) – This planned drainage area was created to pay for the construction of a storm drainage system and sump for a 52 acre area of residential and commercial property at the north east corner of Jewetta Avenue and Brimhall Road. This drainage system was designed to consolidate the drainage issues of several small parcels in the area into one system for economies of scale.
3. Fairview PDA (Ward 1 and County) – This planned drainage area was created to pay for the construction of a drainage system to serve the area between Pacheco Road and the Arvin-Edison Canal and South "H" Street and Union Avenue.
4. Golden Valley PDA (Ward 1) – This planned drainage area was created to pay for the drainage facilities for the area of Hosking Avenue between South Union Avenue and east of South H Street. Portions of the system were built during the construction of Golden Valley High School. The Kern High School District has been reimbursed in full for its

proportionate share of the construction costs incurred to upsize the storm drain lines. The remaining funds will be used to reimburse developers or to offset costs incurred by the city which may construct additional portions of the drainage facilities.

5. Orangewood PDA (Ward 3 and County) – This planned drainage area was created to pay for the construction of a drainage system serving the area east of Morning Drive, north of Breckenridge Road, and extending northward and eastward to the southeast boundary of the Breckenridge PDA.
6. Pioneer PDA (Ward 3 and County) – This planned drainage area was created to pay for the construction of a drainage system serving the area north of Niles Street and SR 184, on both sides of Morning Drive.
7. Riverlakes PDA (Wards 3 and 4) – This planned drainage area was created to pay for the drainage system serving the Riverlakes development – an area defined by the Friant-Kern Canal in the south and Norris Road on the north, between Calloway Drive and Coffee Road, with a section both north and south of Hageman Road east to Fruitvale Avenue. Since improvements for the Riverlakes PDA are complete, fees are no longer assessed. The PDA's FY 2017-2018 beginning balance of \$118,095.43 was used to partially offset costs associated with capital improvement project #E4K103 that improved storm drains within the PDA.
8. Shalimar PDA (Ward 3 and County) – This planned drainage area was created to pay for the drainage system serving an irregularly shaped area from SR 178 on the north to the Southern Pacific Railroad on the south, east of Sterling Road to Shalimar Road in the south portion of the area, to Morning Drive in the north portion of the area.
9. Tevis Ranch PDA (Ward 5) – This planned drainage area was created to pay for the construction of a drainage system to improve the efficiency of the existing drainage facilities in the area south of White Lane and between Old River Road and Buena Vista Road. The project consists of a storm drain system that will drain water from three existing retention basins to a single detention basin. The water will then be pumped into the Buena Vista Canal.

Each PDA's fiscal year activity will be reported separately.

Annual Reporting Requirements

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

BRECKENRIDGE PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

Development Type	Drainage fee per gross acre
Single Family	\$4,581
Multi-family & Mobile Home	\$7,101
Commercial & Industrial	\$9,804

(C) Beginning and ending fund balance

- Breckenridge planned drainage area

Beginning Balance @ 7/1/18	\$1,307,712.22
Ending Balance @ 6/30/19	\$1,170,686.07

(D) Fees collected and interest earned

- PDA fees \$185,761.45
- Interest Earned \$ 28,839.28

(E) Public Improvements

- Construction of storm drain facilities on Morningstar Avenue east of Morning Drive (\$276,036)

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- \$75,590.88 refunded to Auburn Oaks Developers

¹ Resolution No. 136-05 available at: <http://lf/WebLink/0/doc/460682/Page1.aspx>

BRIMHALL PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

<u>Zone</u>	<u>Cost per acre</u>
R-1	\$2,803
R-2	\$4,057
C-1	\$6,639

(C) Beginning and ending fund balance

- Brimhall planned drainage area

Beginning Balance @ 7/1/18	\$6,089.38
Ending Balance @ 6/30/19	\$6,361.68

(D) Fees collected and interest earned

- PDA fees \$141.18
- Interest Earned \$131.12

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 222-04 available at: <http://lf/WebLink/0/doc/350777/Page1.aspx>

FAIRVIEW PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

$$\$1,100,000.00 \div 645 \text{ acres} = \underline{\$1,700 / \text{gross acre}}$$

(C) Beginning and ending fund balance

- Fairview planned drainage area

Beginning Balance @ 7/1/18	\$14,078.31
Ending Balance @ 6/30/19	\$14,377.73

(D) Fees collected and interest earned

- PDA fees \$0
- Interest Earned \$299.42

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 58-81 is available at: <http://lf/WebLink/0/doc/74036/Page1.aspx>

GOLDEN VALLEY PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.). BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by multiplying the acreage within each zone by the cost per acre within the PDA boundaries¹:

R-1 Zone: Price per acre = \$2,742 x 93.19 acres = \$255,527
Commercial Zone: Price per acre = \$5,868 x 17.49 acres = \$102,631

(C) Beginning and ending fund balance

- Golden Valley planned drainage area

Beginning Balance @ 7/1/18	\$175,205.24
Ending Balance @ 6/30/19	\$178,931.76

(D) Fees collected and interest earned

- | | |
|-------------------|------------|
| • PDA fees | \$0 |
| • Interest Earned | \$3,726.52 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 055-05 available at: <http://lf/WebLink/0/doc/456048/Page1.aspx>

ORANGEWOOD PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

Fee per acre = \$1,935

(C) Beginning and ending fund balance

- Orangewood planned drainage area

Beginning Balance @ 7/1/18	\$ 9,838.59
Ending Balance @ 6/30/19	\$10,047.81

(D) Fees collected and interest earned

- | | |
|-------------------|----------|
| • PDA fees | \$0 |
| • Interest Earned | \$209.22 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Kern County Municipal Code §18.50.060(K)

PIONEER PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

Single Family (per gross acre) = \$8,930

Multifamily (per gross acre) = \$13,842

(C) Beginning and ending balance

- Pioneer planned drainage area

Beginning Balance @ 7/1/18	\$0
Ending Balance @ 6/30/19	\$0

(D) Fees collected and interest earned

- | | |
|-------------------|-----|
| • PDA fees | \$0 |
| • Interest Earned | \$0 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 063-14 is available at: <http://www.bakersfieldcity.us/WEBLINK7/0/doc/1064008/Page1.aspx>

RIVERLAKES RANCH PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

Area 1 = \$1,000.00 / gross acre

Area 2 = \$1,008.00 / gross acre

Area 3 = \$1,833.00 / gross acre

(C) Beginning and ending fund balance

- Riverlakes Ranch planned sewer area

Beginning Balance @ 7/1/18 \$ 50.33

Ending Balance @ 6/30/19 \$ 58.34

(D) Fees collected and interest earned

- PDA fees \$ 0
- Interest Earned \$ 8.01

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 89-91 available at: <http://lf/WebLink/0/doc/3288/Page1.aspx>

SHALIMAR PLANNED DRAINAGE AREA

(A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(D)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

\$1,689.50 per acre

(C) Beginning and ending fund balance

- Shalimar planned drainage area

Beginning Balance @ 7/1/18	\$168,827.12
Ending Balance @ 6/30/19	\$174,150.46

(D) Fees collected and interest earned

- | | |
|-------------------|------------|
| • PDA fees | \$1,723.80 |
| • Interest Earned | \$3,599.54 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Kern County Resolution No. 77-125

TEVIS RANCH PLANNED DRAINAGE AREA

(B) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from the following local and neighborhood drainage areas pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.). BMC §16.32.060(D)

(C) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries¹:

$$\text{Price per acre} = \$715,357.42 \div 453 \text{ acres} = \$1,579$$

(I) Beginning and ending fund balance

- Tevis Ranch planned drainage area

Beginning Balance @ 7/1/18	\$27,064.75
Ending Balance @ 6/30/19	\$29,352.78

(J) Fees collected and interest earned

- PDA fees \$0
- Interest Earned \$2,288.03

(K) Public Improvements

- N/A

(L) Timing of projects

- N/A

(M) Interfund transfers/loans

- N/A

(N) Refunds

- N/A

¹ Resolution No. 159-03 available at: <http://lf/WebLink/0/doc/210240/Page1.aspx>

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous ap.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/12/2019
WARD:
SUBJECT: Fiscal Year 2018-2019 Annual Compliance Report for Planned Sewer Area Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2018-2019 Annual Compliance Report for Planned Sewer Area Fees (report will be made available at the Public Works Department).

BACKGROUND:

Attached is the City's annual compliance report for Planned Sewer Area Fees for the fiscal year ended June 30, 2019 prepared in accordance with California Government Code §66006.

There may be imposed by local ordinance a requirement for the payment of fees for the purposes of defraying the actual or estimated costs of constructing planned sanitary sewer facilities for local sanitary sewer areas (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the January 8, 2020 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

ATTACHMENTS:

Description

Type



CITY OF BAKERSFIELD

FISCAL YEAR 2018-2019

ANNUAL COMPLIANCE REPORT FOR PLANNED SEWER AREA FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

**ANNUAL COMPLIANCE REPORT FOR
PLANNED SEWER AREA FEES**

FY 2018 – 19

City Council

Karen Goh.....	Mayor
Willie Rivera.....	Member/Ward 1
Andrae Gonzales.....	Member/Ward 2
Ken Weir.....	Member/Ward 3
Bob Smith.....	Member/Ward 4
Bruce Freeman.....	Member/Ward 5
Jacquie Sullivan.....	Member/Ward 6
Chris Parlier.....	Vice Mayor / Member/Ward 7

Administrative Personnel

Alan Tandy	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Community Development Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Lyle Martin	Police Chief
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

Annual Compliance Report for Planned Sewer Area Fees

Table of Contents

	<u>Page</u>
Introduction	1-2
Annual reporting requirements	3
Allen Road planned sewer area	4
Allen Road II planned sewer area	5
Brimhall planned sewer area	6
Curnow planned sewer area	7
Hooper Avenue & Kimberly Avenue planned sewer area	8
McAllister Ranch planned sewer area	9
Panama & Monitor planned sewer area	10
Pierce & Oak planned sewer area	11

Introduction

There may be imposed by local ordinance a requirement for the payment of fees for purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas and of constructing planned sanitary sewer facilities for local sanitary sewer areas. (GC §66483)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 3 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

There are currently eight planned sewer areas within the metropolitan Bakersfield area subject to Government Code Section 66006:

1. Allen Road Planned Sewer Area (Wards 4 & 5) – This PSA is in County Service Area 71 and was formed in association with Assessment District No. 96-2 with the intention of funding a sewer trunk line on Allen Road from White Lane north to a point $\frac{1}{4}$ mile south of Rosedale Highway. The City funded its portion of the work with Sewer Enterprise Funds and bond proceeds from the Assessment District.
2. Allen Road II Planned Sewer Area (Ward 4) – This PSA is in County Service Area 71 and was formed to repay the Sewer Enterprise Fund for the fronting cost of extending the Allen Road Trunk Line from Rosedale Highway to Noriega Road.
3. Brimhall Planned Sewer Area (Ward 4) – This PSA is in County Service Area 71 and was formed to reimburse the City for the construction of a sewer trunk line on Brimhall Road extending west from Allen Road about $\frac{3}{4}$ mile. Sewer Enterprise funds were used for this construction.
4. Curnow Planned Sewer Area (Wards 6 & 7) – This PSA was formed in response to the growth being experienced in southwest and south Bakersfield at the time. This PSA will fund the construction of a large sewer trunk line extending from Plant 3 along Curnow/Romero Road to Cottonwood Road. Portions of the line will be constructed by developers, with resultant reimbursement agreements.
5. Hooper Avenue and Kimberly Avenue Planned Sewer Area (Ward 3) – This PSA was formed to reimburse the City for the construction of a sanitary sewer line in the area of Kimberly Avenue and Hooper Avenue. In 2008 and 2009, two areas were annexed to the City. The City and neighborhood residents desired sewer facilities in these areas. The City

has constructed and is continuing to construct sanitary sewer lines to accommodate those residents who desire to connect to the City's sewer system.

6. McAllister Ranch Planned Sewer Area (Ward 5) – This PSA was formed to fund the construction of a sewer trunk line in Panama Lane from Buena Vista Road to a point approximately 2 miles west of that intersection. The actual construction is to be completed as development occurs and would be subject to reimbursement agreements.
7. Panama & Monitor Planned Sewer Area (Wards 1 and 7) – This PSA was formed to pay for the construction of a sewer trunk line in Monitor Street from Fairview to Panama Lane and in Panama lane from Monitor to approximately Parsons Way.
8. Pierce & Oak Planned Sewer Area (Wards 2 and 3) – This PSA was formed to pay for the construction of sewer lines to serve an industrial area between Buck Owens Boulevard (then Pierce Road) and Oak Street/the Kern River and from SR 204 to the Standard Pacific Railroad. These sewer lines will be constructed by the City as we accumulate enough funds to pay for them.

The above planned sewer areas (PSA's) are separated into individual accounts in accordance with California Government Code §66483 and Bakersfield Municipal Code §16.32.060(D).

Each PSA's fiscal year activity will be reported separately.

Annual Reporting Requirements

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

ALLEN ROAD PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC \$16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units within the PSA boundaries¹:

2018 - \$1,350.64 per equivalent dwelling unit
2019 - \$1,458.69 per equivalent dwelling unit

(C) Beginning and ending fund balance

- Allen Road planned sewer area

Beginning Balance @ 7/1/18	\$ 1,967.39
Ending Balance @ 6/30/19	\$15,061.87

(D) Fees collected and interest earned

- | | |
|-------------------|--------------|
| • PSA fees | \$408,618.53 |
| • Interest Earned | \$ 2,640.75 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- \$398,164.80 transferred to Sewer Enterprise Fund (Fund 419)

(H) Refunds

- N/A

¹ Resolution No. 103-98(1) available at: <http://lf/WebLink/0/doc/8719/Page1.aspx>

ALLEN ROAD II PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units within the PSA boundaries¹:

2018 - \$1,064.88 per equivalent dwelling unit
2019 - \$1,096.83 per equivalent dwelling unit

(C) Beginning and ending fund balance

- Allen Road II planned sewer area

Beginning Balance @ 7/1/18	\$ 1,267.75
Ending Balance @ 6/30/19	\$ 4.51

(D) Fees collected and interest earned

- | | |
|-------------------|------------|
| • PSA fees | \$4,153.03 |
| • Interest Earned | \$ 65.35 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- \$5,481.62 transferred to Sewer Enterprise Fund (Fund 419)

(H) Refunds

- N/A

¹ Resolution No. 084-07 available at: <http://lf/WebLink/0/doc/624165/Page1.aspx>

BRIMHALL PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of equivalent single family dwelling units within the PSA boundaries¹:

2018 - \$149.78 per equivalent dwelling unit
2019 - \$154.28 per equivalent dwelling unit

(C) Beginning and ending fund balance

- Brimhall planned sewer area

Beginning Balance @ 7/1/18	\$73,825.70
Ending Balance @ 6/30/19	\$89,413.82

(D) Fees collected and interest earned

- | | |
|-------------------|-------------|
| • PSA fees | \$13,915.67 |
| • Interest Earned | \$ 1,672.45 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 202-03 available at: <http://lf/WebLink/0/doc/235135/Page1.aspx>

CURNOW PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by both the number of acres and the number of dwelling units within the PSA boundaries¹:

2018 - \$2,617 per equivalent dwelling unit / \$10,470 per acre

2019 - \$2,801 per equivalent dwelling unit / \$12,203 per acre

(C) Beginning and ending fund balance

- Curnow planned sewer area

Beginning Balance @ 7/1/18	\$317,235.75
Ending Balance @ 6/30/19	\$ 93,903.07

(D) Fees collected and interest earned

- | | |
|-------------------|--------------|
| • PSA fees | \$296,559.00 |
| • Interest Earned | \$ 6,152.33 |

(E) Public Improvements

- Construction of a sewer lift station located near the intersection of Ashe Road & McKee Road (\$526,044.01) as part of the Curnow Planned Sewer Area adopted by Resolution No. 213-07. The public improvement cost was funded 100% from Curnow PSA fees previously collected.

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 213-07 is available at: <http://lf/WebLink/0/doc/642261/Page1.aspx>

HOOPER AVENUE & KIMBERLY AVENUE PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of dwelling units within the PSA boundaries¹:

2018 - \$10,962.05 per equivalent dwelling unit
2019 - \$11,290.91 per equivalent dwelling unit

(C) Beginning and ending fund balance

- Hooper Avenue & Kimberly Avenue planned sewer area

Beginning Balance @ 7/1/18	\$0
Ending Balance @ 6/30/19	\$12,252.96

(D) Fees collected and interest earned

- | | |
|-------------------|-------------|
| • PSA fees | \$12,252.96 |
| • Interest Earned | \$0 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 069-11(1) is available at: <http://lf/WebLink/0/doc/962718/Page1.aspx>

McALLISTER RANCH PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(B) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PSA boundaries for commercial property and by the number of equivalent single family dwelling units for residential¹:

2018 - \$442.87 per equivalent dwelling unit / \$8,579.80 per acre
2019 - \$456.16 per equivalent dwelling unit / \$8,837.20 per acre

(C) Beginning and ending fund balance

- McAllister planned sewer area

Beginning Balance @ 7/1/18	\$54,028.06
Ending Balance @ 6/30/19	\$58,845.73

(D) Fees collected and interest earned

- | | |
|-------------------|------------|
| • PSA fees | \$3,649.28 |
| • Interest Earned | \$1,168.39 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 170-06 available at: <http://lf/WebLink/0/doc/541898/Page1.aspx>

PANAMA & MONITOR PLANNED SEWER AREA¹

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(C) Amount of fee

- N/A – fee no longer charged

(C) Beginning and ending fund balance

- Panama & Monitor planned sewer area

Beginning Balance @ 7/1/18	\$2,330.33
Ending Balance @ 6/30/19	\$2,379.82

(D) Fees collected and interest earned

- PSA fees \$0
- Interest Earned \$49.49

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 94-84 available at: <http://lf/WebLink/0/doc/7875/Page1.aspx>

PIERCE & OAK PLANNED SEWER AREA

(A) Description of fee

- Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

(A) Amount of fee

- The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PSA boundaries¹:

Benefit Area 1 fee = \$605 per acre
Benefit Area 2 fee = \$1,365 per acre

(B) Beginning and ending balance

- Pierce Road – Oak Street planned sewer area

Beginning Balance @ 7/1/18	\$59,996.59
Ending Balance @ 6/30/19	\$61,272.67

(D) Fees collected and interest earned

- | | |
|-------------------|------------|
| • PSA fees | \$0 |
| • Interest Earned | \$1,276.08 |

(E) Public Improvements

- N/A

(F) Timing of projects

- N/A

(G) Interfund transfers/loans

- N/A

(H) Refunds

- N/A

¹ Resolution No. 73-84 is available at: <http://lf/WebLink/0/doc/7855/Page1.aspx>



ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Consent – Miscellaneous aq.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/12/2019

WARD:

SUBJECT: Fiscal Year 2018-2019 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2018-2019 Annual Compliance Report for Transportation Impact Fees (report will be made available at the Public Works Department).

BACKGROUND:

Attached is the City's annual compliance report for Transportation Impact Fees for the fiscal year ended June 30, 2019 prepared in accordance with California Government Code §66006.

In April 1992, Council adopted a transportation impact fee program to fund improvements to the Metropolitan Bakersfield transportation system necessary to accommodate future growth. In January 1997, Council adopted Phase II of this program, which was designed to fund more projects and eliminate the need for developers to provide transportation impact studies for most projects. In September 2003, Council adopted Phase III of this program with the intent of updating the program and encouraging in-fill development by creating a Core and Non-Core area within the Metropolitan Bakersfield General Plan limits including individual fee structures for the respective areas. In July 2009, Council approved Phase IV of this program which adopted a regional program and projects development through 2035.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the January 8, 2020 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made

available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

ATTACHMENTS:

	Description	Type
D	FY 18-19 Annual Compliance Report for Transportation Impact Fees	Backup Material



CITY OF BAKERSFIELD

FISCAL YEAR 2018-2019

ANNUAL COMPLIANCE REPORT FOR TRANSPORTATION IMPACT FEES

Prepared in accordance with California Government Code §66006

CITY OF BAKERSFIELD

**ANNUAL COMPLIANCE REPORT FOR
TRANSPORTATION IMPACT FEES**

FY 2018-19

City Council

Karen Goh	Mayor
Willie Rivera	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	Ward 5
Jacquie Sullivan	Member/Ward 6
Chris Parlier	Vice Mayor / Member/Ward 7

Administrative Personnel

Alan Tandy	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Community Development Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Lyle Martin	Police Chief
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

Annual Compliance Report for Transportation Impact Fees

Table of Contents

	<u>Page</u>
Introduction.....	1
Summary of FY 2018-19 fiscal activity.....	1
Annual reporting requirements.....	2
Description of fee.....	3
Amount of fee.....	3-4
Beginning and ending fund balance.....	4
Fees collected and interest earned.....	4
Public improvements.....	5
Estimated timing of projects.....	5
Interfund transfers/loans.....	5
Refunds.....	5
Public improvements.....	Attachment A
Estimated timing of projects.....	Attachment B

Introduction

In April 1992, Council adopted a transportation impact fee program to fund improvements to the Metropolitan Bakersfield transportation system necessary to accommodate future growth. In January 1997, Council adopted Phase II of this program, which was designed to fund more projects and eliminate the need for developers to provide transportation impact studies for most projects. In September 2003, Council adopted Phase III of this program with the intent of updating the program and encouraging in-fill development by creating a Core and Non-Core area within the Metropolitan Bakersfield General Plan limits including individual fee structures for the respective areas. In July 2009, Council approved Phase IV of this program which adopted a regional program and projects development through 2035.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

Summary of FY 2018-19 Fiscal Activity

Transportation Development Fund

Fund Balance – Beginning 7/1/2018	\$52,070,482
Revenues	
Traffic Impact Fees	15,055,095
Charges for Services	50,736
Interest Income	1,090,823
Change in Fair Value of Investments	193,164
Shared Project Costs / Other Agency Share	4,536
Other Rebates & Refunds	(79,670)
Total Revenues	<u>16,314,684</u>
Expenditures	
General and Administrative	988,697
Capital Projects	14,839,772
Prior Year Adjustment	1,546,998
Total Expenditures	<u>17,375,467</u>
Fund Balance – Ending 6/30/2019	<u><u>\$51,009,699</u></u>

Annual Reporting Requirements

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

(A) Description of fee

- Any person who applies to the city for the issuance of a building permit to make an improvement to land for one of the uses which is specified in the current resolution adopting the Transportation Impact Fee Schedule, and which will generate or attract additional traffic, shall be required to pay a transportation impact fee. (BMC 15.84.040)
- Funds collected from transportation impact fees shall be used for the purpose of capital improvements to transportation facilities associated with the "Regional Transportation Facilities List." Such improvements shall be of the type as are made necessary by the new development. No funds shall be used for periodic or routine maintenance. Funds shall be used exclusively for capital improvements within the city or for projects outside the city but within the Bakersfield Metropolitan General Plan area which are a direct benefit to the city. (BMC 15.84.070)

(B) Amount of fee

- Phase III Transportation Impact Fee*:

Residential – per living unit	Core Area	Non-Core Area
Single Family Residence	\$3,661	\$7,343
Multi-Family Residence	\$1,757	\$3,524
Non-Residential per ADT**		
Heavy/Light Industrial	\$92	\$187
Office Commercial		
Under 100,000 sq. ft.	\$68	\$136
100,000 – 199,999 sq. ft.	\$80	\$161
200,000 sq. ft. & over	\$90	\$181
Retail Commercial		
Under 10,000 sq. ft.	\$34	\$70
10,000 – 49,999 sq. ft.	\$55	\$110
50,000 – 99,999 sq. ft.	\$78	\$155
100,000 sq. ft. & over	Individual study	Individual study

*Resolution No. 218-08 (available at: <http://docs.bakersfieldcity.us/WebLink/0/doc/780751/Page1.aspx>)

**Average Daily Trip

(B) Amount of fee – continued

- Phase IV Transportation Impact Fee*:

Residential – per living unit	Core Area	Non-Core Area
Single Family Residence	\$7,747	\$12,870
Multi-Family Residence	\$3,740	\$6,213
Non-Residential per ADT**		
Heavy/Service Industrial	\$112	\$186
Office Commercial		
Under 100,000 sq. ft.	\$86	\$143
100,000 – 199,999 sq. ft.	\$98	\$163
200,000 sq. ft. & over	\$106	\$175
Public/Government	\$95	\$157
Retail Commercial		
Under 10,000 sq. ft.	\$47	\$78
10,000 – 49,999 sq. ft.	\$66	\$110
50,000 – 99,999 sq. ft.	\$101	\$167
100,000 – 199,999 sq. ft.	\$107	\$178
200,000 – 299,999 sq. ft.	\$130	\$216
300,000 – 399,999 sq. ft.	\$141	\$233
400,000 – 499,999 sq. ft.	\$141	\$233
500,000 – 999,999 sq. ft.	\$142	\$236
1,000,000 sq. ft. & over	\$142	\$236

*Resolution No. 084-09 (available at: <http://docs.bakersfieldcity.us/WebLink/0/doc/836230/Page1.aspx>)

**Average Daily Trip

(C) Beginning and ending fund balance

- Transportation Development Fund

Beginning Balance @ 7/1/18 \$52,070,482
Ending Balance @ 6/30/19 \$51,009,699

(D) Fees collected and interest earned

- Traffic Impact Fees \$15,055,095
- Interest Earned (fund wide) \$ 1,090,823

(E) Public Improvements

- See "Attachment A"

(F) Timing of projects

- See "Attachment B"

(G) Interfund transfers/loans

- There were no interfund transfers during the fiscal year.

(H) Refunds

- \$79,670 was refunded during this reporting period.

Attachment A
CITY OF BAKERSFIELD
SUMMARY OF EXPENDITURES FOR TRAFFIC IMPACT FEE FUNDS
FOR FISCAL YEAR 2018-19

Project #	TIF Project #	Project Description	TDF Expenditures (Funds 331 and 335)	% of Total Project Cost funded with traffic impact fees and interest earnings
T0K221	B399	Signal New - Berkshire / Stine	7,392.22	100.00%
T1K220	B60	Street Improvement - Calloway / Norris	1,027.00	100.00%
T2K245	B403	Street Improvement - Stine / Hosking	304,440.90	100.00%
T4K142	B10	Allen Road at Kern River	4,171.55	100.00%
T5K212	B253	Street Improvement - Panama Ln / Gosford to 1/8 mi. w/o Ashe	13,368.00	100.00%
T5K214	B133	Street Improvement - Hosking / Monitor to S Union	221,935.86	100.00%
T6K205	B145	Signal New - Snow Rd & Jewetta	7,000.00	29.30%
T6K213	B133	Street Improvement - Hosking / east of So H St	93,037.00	63.17%
T6K214	B442	Street Improvement - Wible Rd / south of Hosking Rd	1,363.00	100.00%
T7K115	B403	Street Improvement - Stine / Rizona to Hosking	1,219,556.33	100.00%
T7K204	B111	Hageman Road Widening	5,492.00	100.00%
T7K205	B445.1	Street Improvement - College Ave	33,295.25	100.00%
T7K211	B442	Street Improvement - Wible Rd	117,128.42	100.00%
T7K223	B445.1	Street Improvement - Ming at Baldwin	2,593.00	100.00%
T7K235	E245	White Ln @ West Beltway Inter	1,815.00	100.00%
T8K205	B252	Signal New - Panama / Mt Ridge	81,928.73	100.00%
T8K206	B570	Signal New - Hosking / Hughes	39,021.02	100.00%
T8K207	B401	Signal New - McKee / Stine	158,248.81	50.26%
T8K222	E245	Ming Ave @ West Beltway Interchange	14,500.00	100.00%
TRBI10, 12, 14, 17	E249	Beltway Op Imp - Enviro, Design, ROW	1,656,102.64	16.04%
TRCC10, 12, 13, 14, 15, 17, 18, 19, 21, 22, 23, 25, 27, GDC010	E249	Centennial Corridor - South, Advanced PE, ROW	7,667,656.64	11.81%
TRCC30, 32, 33, 34	E335	Centennial Corridor - Hageman Flyover	41,959.36	100.00%
TRCC47	B375, E256	Rosedale Aux Lane	3,707.13	1.06%
TRRH12, 13, 14, 15, 17	B375, E256	Rosedale / 24th - SR 43 - SR 99, Widening Safetee-Lu, IS-TEA, ROW	927.87	100.00%
TRRH32, 34, 35, 37, 38 / GDC024	E258, E259	Rosedale / 24th - Oak Interchange, Elm-D St, ROW	347,149.34	2.94%
TRSR14, 15, 17	E251	SR 178 - Morning Dr Design, Interchange ROW, Const	4,871.42	100.00%
TRSR32, 34, 35, 37, 38	E333	SR 178 Widening - Mesa Marin to Rancheria Rd	24,233.09	3.64%
TRWB10, TRBW14	E231, E243, E245	West Beltway - SR 119 - N Belt	1,179,999.10	100.00%
TSHPO0, 01, 12	B375, E251, TRCC30	Sump Habitat Plan Design	209,356.31	62.85%
KCWA6A / T3K066 / T8K139 / T8K140 / T9WP00 / T9WP03 / T9WP10 / T9WP20 / T9WP4A / T9WP40 / T9WP6A / T9WP6B / T9WP6C / T9WP60 / WPRV14 / TRWP77 / TRWP84 / TRWP85 / TRWP87 / TRWP97	B162, E331, B426, E177, E319	Westside Parkway Project	2,365,192.06	95.03%
OTHER ITEMS:				
TOTAL EXPENDITURES (FUNDS 331 & 335)			\$ 15,828,469.05	

CITY OF BAKERSFIELD

CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

PUBLIC WORKS

(TRIP PROJECT REPORTED UNDER SEPARATE SECTION)

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Current Year Proposed Projects:

E8K201	PRIMARY CLARIFIER REHAB	6	SEF	412	500,000					500,000
E8K206	REPL 2 VFD'S AT RECIRC ST	1	SEF	411	100,000	100,000	100,000			300,000
E8K208	STM LFT RHB PISTOL RANGE	2	SEF	411	1,104,000					1,104,000
E8K209	STORM LIFT - TALISMAN DR	7	SEF	411	110,000	1,300,000				1,410,000
E9K200	SWRCLN:BV AND MCCUTCHEN	5	SEF	412	803,000					803,000
E9K201	WWTP MISC IMPROVEMENTS	1,6	SEF	411	300,000	300,000	300,000	300,000	300,000	1,500,000
				412	300,000	300,000	300,000	300,000	300,000	1,500,000
E9K202	SOLIDS TRAIN UPGRADE	6	SEF	412	330,000					330,000
E9K204	REHAB GRIT CLASSIFIERS	6	SEF	412	100,000					100,000
E9K205	REHAB SEPTAGE SCR TANKS	6	SEF	412	80,000					80,000
E9K208	SEC CLARIFIER WEIR ADJUST	1	SEF	411	100,000					100,000
E9K209	COGEN GAS BLENDING TRAIN	6	SEF	412	175,000					175,000
E9K210	SEWER LIFT & STRM PMP STA	VARIOUS	SEF	411	500,000	500,000	500,000	500,000	500,000	2,500,000
				412	500,000	500,000	500,000	500,000	500,000	2,500,000
E9K211	INFLUENT LINE REPAIR	6	SEF	412	150,000					150,000
E9K213	POLYMER PUMP REPLACEMENT	6	SEF	412	100,000	330,000				430,000
E9K214	STORM LIFT MOD - 24TH/OAK	2	SEF	411	150,000	2,190,000				2,340,000
E9K215	SEWER LIFT REH-BAILEY ST	3	SEF	411	2,110,000					2,110,000
E9K217	DNTWN MASTER SEWER STUDY	2	SEF	411	140,000					140,000
E9K218	DNTWN MASTER DRAIN STUDY	2	SEF	411	150,000					150,000
E9K219	MAINTENANCE MGMT SOFTWARE	VARIOUS	SEF	411	75,000					75,000
				412	75,000					75,000
E9K220	KNUDSEN DRIVE STORM DRAIN	3	SEF	412	326,000					326,000
P1K203	RECOAT CHN VISITOR PARKNG	2	COF	311	40,000					40,000
P5K211	STLT WOOD POLE TEST/INSP	VARIOUS	COF	311	31,000	31,000	31,000			93,000
P6K202	AIRPORT MISC. REPAIRS	1	GAF	451	25,000	25,000	25,000	25,000	25,000	125,000
P6K203	AIRPORT HANGAR DOOR REHAB	1	GAF	451	30,000	30,000	30,000	30,000	30,000	150,000
P6K220	CBACC-MISC IMP	1	COF	311	30,000	30,000	30,000	30,000	30,000	150,000
P6K222	ARENA/CC MISC IMPROV	2	COF	311	100,000	100,000	100,000	100,000	100,000	500,000
P7K201	REPL OVRHD DRS FLEET FACI	VAR	EMF	511	25,000	25,000	25,000	10,000	10,000	95,000
P8K203	REPLCE TRAF CNTRL CABINTS	VARIOUS	COF	311	60,000	60,000	60,000		60,000	240,000
P8K209	CITY FAC. MISC. IMPRVMNTS	VARIOUS	COF	311	25,000	25,000	25,000	25,000	25,000	125,000
P8K213	GREENWASTE PAVEMT REPAIR	1	RCF	421	50,000	50,000	50,000	50,000	50,000	250,000

CITY OF BAKERSFIELD

CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

PUBLIC WORKS

(TRIP PROJECT REPORTED UNDER SEPARATE SECTION)

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Current Year Proposed Projects:

P9K105	GW POWER GEN FEASIBILITY	1	RCF	421	100,000					100,000
P9K200	COMPOST AUTOMATION PROJ	1	RCF	421	220,000	250,000	250,000	250,000		970,000
P9K201	AIRPRT NW TXL REHAB SEC C	1	GAF	451	525,000					525,000
P9K202	BIKE SHARE PROGRAM (ATP)	VARIOUS	COF	311	257,000					257,000
			ISTEA	121	1,111,000					1,111,000
P9K203	BIKE LN & PED SAFETY PLAN	VARIOUS	SB1	152	177,060					177,060
			COF	311	22,940					22,940
P9K205	REROOF CONVENTION CENTER	2	COF	311	1,700,000					1,700,000
P9K206	REPLACE HVAC @ CHN	2	COF	311	475,000					475,000
P9K207	REROOF CITY HALL NORTH	2	COF	311	325,000					325,000
P9K220	GRADING AND DRAINAGE IMPR	1	RCF	421	50,000	200,000	200,000	100,000		550,000
P9K221	COOLING TOWER/ BPD	2	COF	311	125,000					125,000
P9K223	ST LGHT UPGRD/ OLEANDER	2	CDBG	111	179,955					179,955
P9K224	LED LIGHTS IMP/BAKER ST	2	CDBG	111	61,000					61,000
P9K225	DOWNTOWN CONNECTIVITY ATP	2	COF	311	207,000					207,000
			ISTEA	121	825,000					825,000
Q9K200	EQUIPMENT LIFT SYSTEM	2	EMF	511	150,000					150,000
T6K201	ADA TRSTN MISC PROJ	VAR	COF	311	50,000	50,000	50,000	50,000	50,000	250,000
T9K200	PVMT RHB H ST - 4TH/TRXTN	2	SB1	152	1,698,083					1,698,083
T9K201	PVMT RESURF - JEWETTA	4	SB1	152	200,000					200,000
T9K202	C&G: EAST TERRACE	1	CDBG	111	300,000					300,000
T9K204	C&G: OLD TOWN KERN/BEALE	2	CDBG	111	300,000					300,000
T9K205	C&G: WILSON AVE	7	CDBG	111	350,000					350,000
T9K206	C&G OLEANDER AREA (SB1)	2	GTF	151	436,000					436,000
T9K207	SIG MOD MISCELLANEOUS	VAR	COF	311	20,000	50,000	50,000	50,000	50,000	220,000
T9K208	BRIDGE IMPROV (BPMP)	1,2,3,5	SB1	152	133,404	177,874	180,742	183,609	186,477	862,106
			ISTEA	121	913,887	1,257,126	1,279,258	1,301,391	1,323,523	6,075,185
T9K209	ST IMPROV PLANZ RD: E/COT	1	COF	311	187,000					187,000
T9K210	PVMT RESUR - PIN OAK PARK	5	SB1	152	450,000					450,000
T9K211	RESURFACING STREETS DIV	VARIOUS	COF	311	3,000,000					3,000,000
T9K212	PVMT RESUR - CLAY PATRICK	4	SB1	152	450,000					450,000
T9K213	PVMNTRHB HALEY COL-UNIV	3	SB1	152	2,030,000					2,030,000

CITY OF BAKERSFIELD

CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

PUBLIC WORKS

(TRIP PROJECT REPORTED UNDER SEPARATE SECTION)

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Current Year Proposed Projects:

T9K217	PVMNT RHB WIBLE	6 & 7	ISTEA	121	1,150,890					1,150,890
			SB1	152	179,110					179,110
T9K218	PVMT RHB DISTRICT	6	ISTEA	121	3,921,109					3,921,109
			SB1	152	558,022					558,022
T9K221	BRDGRHB ON N CHESTER/KR	3	COF	311	318,000					318,000
T9K222	PVMTRHB PARK VIEW-WHITE/C	5	SB1	152	250,000					250,000
T9K223	PVMTRHB BERSHIRE-WIBLE/	7	SB1	152	150,000					150,000
T9K224	PVMTRHB H ST-BRUNDAGE/4TH	2	SB1	152	270,000					270,000
T9K225	PARKING STUDY MISC IMPROV	2	COF	311	100,000					100,000

Total Current Year Proposed Projects:	32,620,460	7,881,000	4,086,000	3,805,000	3,540,000	51,932,460
---------------------------------------	------------	-----------	-----------	-----------	-----------	------------

CITY OF BAKERSFIELD

CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

PUBLIC WORKS

(TRIP PROJECT REPORTED UNDER SEPARATE SECTION)

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Future Year Proposed Projects:

E6K202	REHAB TRICKLING PUMP STAT	1	SEF	411		120,000				120,000
E8K203	AERATION BASIN REHAB	6	SEF	412		100,000	100,000	100,000	100,000	400,000
EZK201	SEWER LIFT REHAB-BANK ST	2	SEF	412				1,228,000		1,228,000
EZK217	WWTP # 4 LAND AQUISITION	UNK	SEF	412					14,000,000	14,000,000
EZK225	SWRLFTRHB-SANDRA/MEREDITH	1	SEF	411			1,166,000			1,166,000
EZK226	SWRLFTRHB-MING/GRND LAKES	4	SEF	412					1,132,000	1,132,000
EZK227	SWRLFTRHB-EUCALYPTUS	3	SEF	411			1,193,000			1,193,000
EZK228	SWRLFTRHB-TAFT HWY/S H ST	7	SEF	412				1,228,000		1,228,000
EZK229	POWER EXPORT INTERCONNECT	6	SEF	412		350,000				350,000
EZK230	COGEN REPLACEMENT	1	SEF	411		150,000	1,250,000			1,400,000
P3K018	RE-ROOF CHS ANNEX	2	COF	311		176,000				176,000
P4K203	CHN ELEVATOR REHAB	2	COF	311		360,000				360,000
P5K207	FENCE @ CHS & ANNEX PKG	2	COF	311		13,500				13,500
PZK209	EMER GENERATOR @ CHN	2	COF	311		360,000				360,000
PZK211	ARPRT NW APRN REHB SEC A	1	GAF	451		500,000				500,000
PZK213	AIRPRT RNWY 16 PAPI & PMS	1	GAF	451			982,000			982,000
PZK217	REPL HVAC CRP YD BLDG A	2	COF	311		170,000				170,000
PZK221	BKSFLD EAST MONUMENT SIGN	COUNTY	UNK	969		137,000				137,000
T5K204	ST IMP PANAMA/MTVISTA/OR	5	TDF	331		200,000				200,000
T5K211	ST IMP PANAMA OLRVR/GOSFD	5	TDF	331		150,000	550,000			700,000
T7K226	ST IMPR PANAMA AT-GRADE X	5	TDF	331		1,100,000				1,100,000
TZK200	PVMT REHAB S H STREET	1,7	SB1 ISTEA	152 121		185,992 1,204,008				185,992 1,204,008
TZK202	TRUXTUN AVE CURB & GUTTER	2	UNK	969			232,000			232,000
TZK203	SIG NEW-MING/GRAND ISLAND	4, 5	UNK	969		293,000				293,000
TZK205	PVMT REHAB-STOCKDALE HWY	4	SB1	152		2,070,000				2,070,000
TZK206	ST IMP OAK /CALIF RT TURN	2	UNK	969			275,000			275,000
TZK207	ST IMP TRUXTUN @ H ST RTL	2	UNK	969		201,000				201,000
TZK208	H ST RT TURN LN - CAL AVE	2	UNK	969		113,000	356,000			469,000
TZK210	PVMNT REHAB BRUNDAGE LANE	1	SB1 ISTEA	152 121		577,700 4,072,991				577,700 4,072,991

CITY OF BAKERSFIELD

CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

PUBLIC WORKS

(TRIP PROJECT REPORTED UNDER SEPARATE SECTION)

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Future Year Proposed Projects:

TZK211	PVMTRHB-HALEY UNIV-PANORA	3	SB1	152		1,370,000				1,370,000
TZK212	ST IMPROV PANAMA LN	1	TDF	331		567,000	296,000			863,000
TZK251	ST IMP WIBLE, HOSK-BERKSH	7	TDF	331		146,000	677,000	881,000		1,704,000
TZK256	ST IMP BUCK OWENS	3	UNK	969			428,000			428,000
TZK259	BIKEPATH LIGHT STCKDL&ALN	4	UNK	969		30,200				30,200
TZK261	MING AVE/STINE RD: OP IMP	6	ISTEA	121		265,590				265,590
			COF	311		34,410				34,410
TZK262	NEW TRAF SIG MING @ ALLEN	4,5	ISTEA	121		440,463				440,463
			TDF	331		57,067				57,067

Total Future Year Proposed Projects:	\$	-	\$ 15,514,921	\$ 7,505,000	\$ 3,437,000	\$ 15,232,000	\$ 41,688,921
--------------------------------------	----	---	---------------	--------------	--------------	---------------	---------------

Total Current & Future Year Proposed Projects:	\$	32,620,460	\$ 23,395,921	\$ 11,591,000	\$ 7,242,000	\$ 18,772,000	\$ 93,621,381
--	----	------------	---------------	---------------	--------------	---------------	---------------

CITY OF BAKERSFIELD
CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN
PUBLIC WORKS -TRIP

Project #	Project Title	Ward	Source	Fund #	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	Total
-----------	---------------	------	--------	--------	--------------	--------------	--------------	--------------	--------------	-------

Current Year Proposed Projects:

TRCC21	CENT CORR PH4 MAINLINE CN	2	TRIP	122	44,966,528.00					44,966,528.00
TRCC23	CENT CORR PH2 BELLE TER	2	TRIP	122	30,960,000.00					30,960,000.00
			URF	316	5,617,215.00					5,617,215.00
			TRIP	122	18,033,472.00					18,033,472.00
TRCC24	CENT CORR PH4 CONN RAMPS		GTF	151	4,000,000.00					4,000,000.00
			TRIPF	351	49,062,565.00					49,062,565.00
		2	TDF	335	9,382,785.00					9,382,785.00
TRCC25	STOCKDALE/ENOS ROUNDABOUT	2	TRIP	122	3,500,000.00					3,500,000.00
TRRH37	24TH ST IMPROVE - CONST	2	TRIPF	351	2,500,000.00					2,500,000.00
TRWB14	WEST BELTWAY-SR119 ROW	4, 5	TDF	331	1,675,000.00					1,675,000.00

Total Current Year Proposed Projects: \$ 169,697,565.00 \$ - \$ - \$ - \$ - \$ 169,697,565.00

Future Year Proposed Projects:

TRCC22	CENT CORR PH3 FREEWAY CON	2	TRIP	122			4,125,122			4,125,122
--------	---------------------------	---	------	-----	--	--	-----------	--	--	-----------

Total Future Year Proposed Projects: \$ - \$ - \$ 4,125,122 \$ - \$ - \$ 4,125,122

Total Current & Future Year Proposed Projects: \$ 169,697,565 \$ - \$ 4,125,122 \$ - \$ - \$ 173,822,687

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Public Safety/Vital Services Measure ar.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 11/19/2019
WARD: Ward 2
SUBJECT: Amendment No. 1 to Agreement No. 17-184 with Gutierrez/Associates (no change in compensation and extend the term of the Agreement) for the Baffling System Retrofit at the Existing Bakersfield Police Department Firearms Range.

STAFF RECOMMENDATION:

Staff recommends approval of amendment.

BACKGROUND:

The Bakersfield Police Department Shooting Range is located at 3419 Truxtun Avenue on a 3.5 acre site. When originally constructed in the 1940's, the site was on the edge of the developed urban area. Since that time, much has changed in the Community as the facility has been encroached upon by urbanization, and the Department has grown to a metropolitan police force with a projected complement exceeding 500 sworn officers within the next three years.

At the August 14, 2019, City Council meeting, staff recommended the rejection of bids for the Bakersfield Police Department Shooting Range project. The sole bid that was received came in significantly higher than the budgeted amount for this project. The City Council approved at the rejection of the bid and also approved a resolution to dispense with normal bidding procedures, which allowed staff to work directly with the contractor and vendors involved to reduce the overall project costs. Staff has subsequently met with Superior Construction for the metal pre-engineered building, and with Paragon Tactical for the ballistic baffling system to reduce total project costs by approximately \$400,000.

At the November 6, 2019 City Council Meeting, staff amended Resolution 19-121 to award the project to Superior Construction for the pre-engineered metal building, and to Paragon Tactical for the ballistic baffling system. As Superior Construction and Paragon Tactical are now moving forward with construction, staff will require the services of Gutierrez/Associates during the construction phase of the project. This amendment extends the term of Agreement 17-184 by one year, to December 31, 2020, to accommodate project completion.

Sufficient funds are budgeted for this amendment in the Public Works Department Capital

Improvement Fund Budget within the Public Safety and Vital Services Fund.

ATTACHMENTS:

Description	Type
▢ Amendment No. 1 to Agreement No. 17-184	Agreement

AGREEMENT NO. _____

**AMENDMENT NO. ONE TO
AGREEMENT NO. 17-184**

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 17-184 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a charter city and a municipal corporation (referred to herein as "CITY"), and **GUTIERREZ/ASSOCIATES**, a Sole Proprietorship (referred to herein as "DESIGN CONSULTANT").

RECITALS

WHEREAS, on December 13, 2017, CITY and DESIGN CONSULTANT entered into Agreement No. 17-184, wherein DESIGN CONSULTANT agreed to provide design engineering services for the Baffling System Retrofit at the Existing Bakersfield Police Department Firearms Range; and

WHEREAS, CITY and DESIGN CONSULTANT desire to extend the term of Agreement No. 17-184 to December 31, 2020.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree to amend Agreement No. 17-184 as follows:

1. Section 3 of Agreement No. 17-184 entitled "Term" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner as set forth herein this Agreement shall terminate on December 31, 2020.

2. Except as amended herein, all other provisions of Agreement No. 17-184 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 17-184 to be executed the day and year first above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

"DESIGN CONSULTANT"
GUTIERREZ/ASSOCIATES

By:  _____
EFREN GUTIERREZ
PRINCIPAL/OWNER

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

ADMINISTRATIVE REPORT

MEETING DATE: 12/11/2019

Hearings 10. a.

TO: Honorable Mayor and City Council
FROM: Christopher Boyle, Development Services Director
DATE:
WARD: Ward 3
SUBJECT: Bakersfield Brentwood LP Brentwood Crossings Apartments:

1. Resolution approving the issuance of revenue bonds by the California Municipal Finance Authority ("CMFA") for the purpose of financing or refinancing the acquisition, construction, improvement and equipping of Brentwood Crossing apartments and certain other matters relating thereto.
2. Indemnification Agreement between the City and Bakersfield Brentwood LP.

STAFF RECOMMENDATION:

Staff recommends conducting a public hearing, adoption of the resolution, and approval of the Indemnification Agreement.

BACKGROUND:

Bakersfield Brentwood LP (the "Borrower") a partnership of which The Danco Group (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "CMFA") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$22,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 7350 Willis Avenue, Bakersfield, California (the "Project").

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Bakersfield must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA is a California joint exercise of powers authority, organized and existing under the laws of the State of California (specifically, California Government Code Section 6500 and Following). Under the California Government Code, cities and counties are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreements with respect to the CMFA, over 310 municipalities, including the City of Bakersfield have entered into and executed the Agreement to become member of the CMFA. The CMFA is authorized to assist in the financing of affordable housing projects. Pursuant to the Agreement, the CMFA's debt, liabilities, and obligations do not constitute debts, liabilities, or obligations of the City. In addition, the CMFA has the authority to indemnify the City by providing legal protection in the unlikely event of any legal claims or suits associated with the proposed bond transaction.

In order for the CMFA to issue such Bonds, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, and (2) approve the CMFA's issuance of Bonds on behalf of the proposed financing. Although the CMFA (not the City) will be the issuer of the tax-exempt revenue bonds for the Project, the financing cannot proceed without the City approving the issuance of indebtedness.

The bonds would be tax-exempt private activity bonds of the purposes of the Internal Revenue Code and as such, require the approval of the elected body of the governmental entity having jurisdiction over the area where the project to be financed is located. The City will not be under any obligation to repay the bond indebtedness.

There is no direct or indirect financial impact to the City of Bakersfield as a result of this proposed financing. The CMFA will issue tax-exempt revenue bonds on behalf of the Project. The tax-exempt revenue bonds are payable solely out of the revenues derived by the Borrower from the applicable Project. No financial obligations are placed on the City for project financing costs or debt repayment.

ATTACHMENTS:

Description	Type
□ PowerPoint presentation	Backup Material
□ Resolution	Resolution
□ Indemnity Agreement	Agreement

MEETING
12/11/19 Hearings 10.a.

Public Hearing and Adoption of Resolution

Approving Issuance of Bonds for the Financing of Brentwood Crossings Apartments

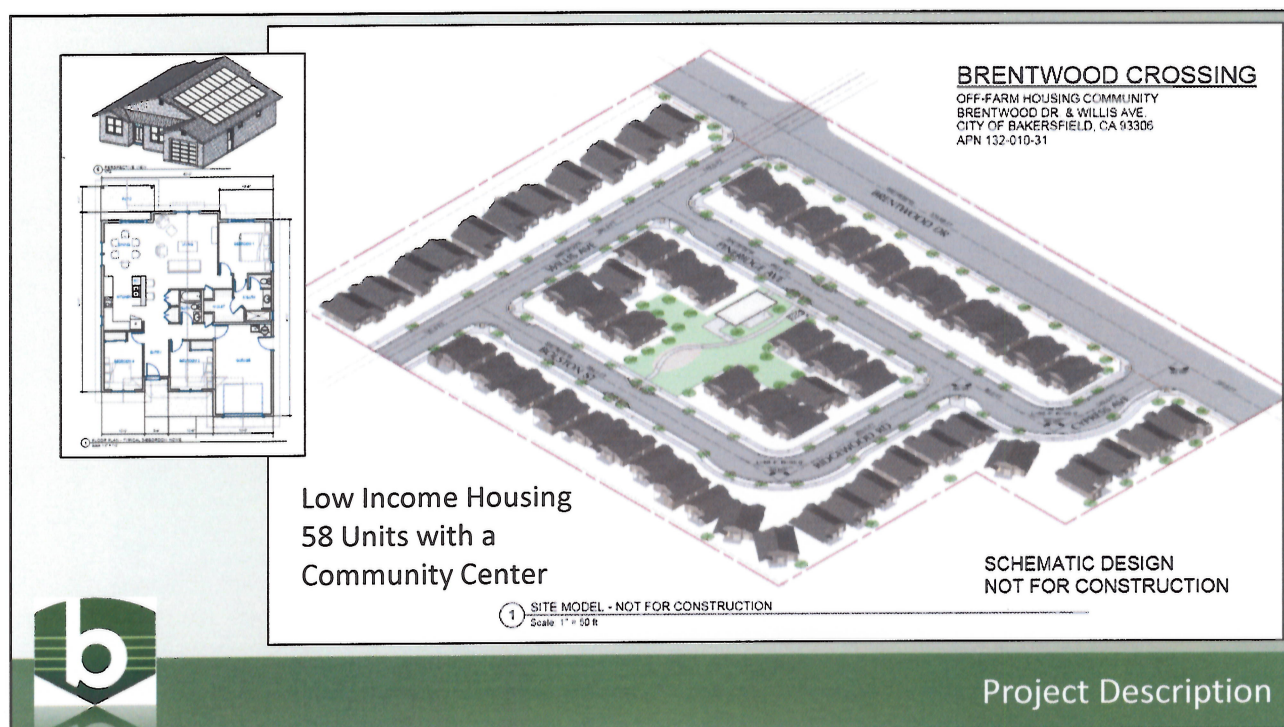


Item 10. a. – City Council – December 11, 2019



Location Map





In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Bakersfield must:

- Conduct a public hearing (the "TEFRA Hearing").
- Must provide its approval of CMFA issuance of the Bonds for the financing of the Project.

No direct or indirect financial impact to the City. No obligations.

Action Tonight

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD
APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE
AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$22,000,000 FOR
THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION,
CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF BRENTWOOD
CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING
THERETO**

WHEREAS, Bakersfield Brentwood LP (the "Borrower") a partnership of which The Danco Group (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$22,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 7350 Willis Avenue, Bakersfield, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Bakersfield (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bakersfield as follows:

1. The City Council finds and declares that the foregoing recitals are true and correct and are incorporated herein by reference.
2. The Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing and refinancing, among other things, the Project. It is the purpose and intent of the Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with such Section 147(f), and (b) Section 4 of the Agreement.
3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.
4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.
5. The City Manager of the City and his designees are hereby authorized and directed to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable to carry out, give effect to, and comply with the terms and intent of this resolution and the financing transaction approved hereby.
6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.

-----oo0oo-----

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

YES:	COUNCIL MEMBER RIVERA, GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
NOES:	COUNCIL MEMBER _____
ABSTAIN:	COUNCIL MEMBER _____
ABSENT:	COUNCIL MEMBER _____

JULIE DRIMAKIS, CMC

CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED _____

By _____

KAREN GOH

Mayor

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By _____

JOSHUA H. RUDNICK

Deputy City Attorney

JHR/vlg

S:\COUNCIL\Resos\18-19\BrentwoodCrossingTEFRA.Reso.docx

AGREEMENT NO. _____

**INDEMNIFICATION AGREEMENT BETWEEN CITY OF BAKERSFIELD AND
BAKERSFIELD BRENTWOOD LP**

THIS Indemnification Agreement (this "Agreement") is entered into as of _____, 2019, by and between the **CITY OF BAKERSFIELD**, a municipal corporation and political subdivision of the State of California (the "CITY"), and the **BAKERSFIELD BRENTWOOD LP**, a California limited partnership (the "LIMITED PARTNERSHIP"), (the CITY and the LIMITED PARTNERSHIP being collectively referred to herein as the "Parties" and individually as a "Party") with reference to the following facts, and is as follows:

RECITALS:

WHEREAS, the LIMITED PARTNERSHIP has requested that the California Municipal Finance Authority (the "Authority") issue bonds in one or more series in an aggregate principal amount not to exceed \$22,000,000 (collectively, the "Bonds") for the purpose of refinancing of certain debt obligations that were issued to finance the acquisition, improvement, construction and equipping of two buildings, for use primarily as office facilities (the "Facilities"), owned and operated by LIMITED PARTNERSHIP and located within the City of Bakersfield (the "City") at 7350 Willis Avenue, Bakersfield, California (collectively, the "Project"); and

WHEREAS, the City Council of the CITY (the "Council") is the elected legislative body of the CITY and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the LIMITED PARTNERSHIP has requested that the Council approve the issuance of the Bonds by the LIMITED PARTNERSHIP in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, the Bonds will be qualified "private activity bonds" for purposes of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of private activity bonds is required to be approved by the "applicable elected Agreement with Bakersfield Brentwood LP

representative" of the governmental unit having jurisdiction over the area in which the facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Project is located in the CITY and the members of the City Council of the CITY (the "City Council") are the applicable elected representatives of the CITY; and

WHEREAS, the CITY has agreed to provide such reasonable public notice, hold such public hearing, and thereafter request that the City Council approve the CORPORATION's issuance of the Bonds, all in accordance with and pursuant to Section 147(f) of the Code (collectively, the "TEFRA Actions"); and

WHEREAS, the City Council understands that its actions in holding the public hearing and in adopting this Resolution do not obligate the CITY in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, nor does the CITY have any responsibility for the Project and the City Council expressly conditions its approval of the issuance of the Bonds by the Authority by the adoption of this Resolution on this understanding.

NOW, THEREFORE, based on the foregoing recitals, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to defend and provide for indemnification of the CITY for any claims associated with the TEFRA Actions, the Bonds, or the Project.

2. **TERMS OF THE AGREEMENT.** During the term of this Agreement the Parties agree to the following:

A. Duty To Defend. The LIMITED PARTNERSHIP shall defend the CITY against any cause of action or claim brought by any third party, including, without limitation, any state or federal governmental agency or organization, with respect to any matter relating to the TEFRA Actions, the Bonds, or financing of the Project (a "Subject Claim"). The CITY shall have the right in its sole and absolute discretion to choose legal counsel to defend the CITY hereunder, and such counsel shall have the right to concurrently represent the LIMITED PARTNERSHIP in the same cause of action or claim. So long as the LIMITED PARTNERSHIP engages legal counsel, such legal counsel agrees to defend the CITY, and the LIMITED PARTNERSHIP continues to diligently and continuously provide such defense using such counsel (or any substitute counsel meeting the foregoing qualifications, which the LIMITED PARTNERSHIP appoints) until the Subject Claim is "Fully

Resolved" (as defined in Section 2.B below), then the LIMITED PARTNERSHIP shall have satisfied its defense obligations hereunder in full. The CITY shall fully cooperate with and assist the LIMITED PARTNERSHIP and such counsel in the defense of any Subject Claim. So long as the LIMITED PARTNERSHIP is defending the CITY against a Subject Claim in accordance herewith, the CITY shall not settle any Subject Claim without the LIMITED PARTNERSHIP's written consent, which consent shall not be unreasonably withheld. The CITY shall consent to any settlement of a Subject Claim requested by the LIMITED PARTNERSHIP so long as i) the CITY is not required to contribute or agree to contribute to any payment on account of the Subject Claim, (ii) the CITY is not required to admit to any wrongdoing as a condition to such settlement; (iii) the settlement includes an agreement by the LIMITED PARTNERSHIP to indemnify the CITY for any claims against the CITY arising out of the settlement agreement. Nothing in this provision shall be construed to limit the CITY's ability to decline a settlement that the CITY reasonably believes impairs, or could impair, the exercise of the CITY's legitimate exercise of its police, zoning, or other municipal powers.

B. Indemnification. The LIMITED PARTNERSHIP will indemnify and hold harmless the CITY from any: (i) actual damages awarded to such third party that result directly and proximately from a binding, final and non - appealable adverse determination of any Subject Claim made by a court of competent jurisdiction; and (ii) any settlement payment arising out of the settlement of such Subject Claim. The LIMITED PARTNERSHIP's obligations hereunder shall terminate and be of no further force and effect on the date that is five (5) years after the date on which no Bonds are outstanding, whether at maturity or through redemption, whichever first occurs. The LIMITED PARTNERSHIP shall have no obligation to defend, indemnify, or hold harmless the CITY from the CITY's gross negligence or willful misconduct. As used in this Agreement, a Subject Claim shall be deemed "Fully Resolved" by (1) a final, non-appealable judgment by a court of competent jurisdiction or by entry of a final, non - appealable award by and arbitrator to whose jurisdiction all parties have consented, in favor of CITY, or if against CITY by satisfaction of such judgment or award; or (2) a settlement agreement executed by all parties to be bound thereby and releasing CITY from any monetary obligation.

C. Notice Of Subject Claims. The CITY shall notify the LIMITED PARTNERSHIP in writing within thirty (30) days following CITY's receipt of notice of any Subject Claim for which it seeks a defense and /or indemnity. If the CITY fails to notify the LIMITED PARTNERSHIP as provided herein, the LIMITED PARTNERSHIP shall have no obligation to defend or indemnify the CITY for such Subject Claim. All notices shall be sent in compliance with section 14 of this Agreement.

D. Exclusion. Notwithstanding anything contained herein to the contrary, in no event shall the LIMITED PARTNERHSIP be obligated to defend or indemnify the City from the gross negligence or willful misconduct of the City or its employees, agents or representatives.

3. GOVERNING LAW. This Agreement shall be interpreted and enforced in accordance with the provisions of laws of the State of California in effect at the time it is executed, without regard to conflict of law provisions.

4. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity thereof shall not affect the remaining provisions of this Agreement.

5. THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended or deemed to create any legal or contractual relationship between the CITY or the LIMITED PARTNERSHIP and any party other than the signatories to this Agreement, including but not limited to any alleged third-party beneficiary.

6. LIMITATION OF LIABILITY AND WAIVER. THE LIMITED PARTNERSHIP WAIVES AND RELEASES ANY CLAIMS AGAINST THE CITY AND ITS MAYOR, COUNCILMEMBERS, OFFICERS, AND EMPLOYEES FOR DAMAGES ARISING FROM THIS AGREEMENT, EXCEPT FOR CLAIMS TO ENFORCE OR FOR BREACH OF THIS AGREEMENT. IN NO EVENT SHALL THE LIMITED PARTNERSHIP OR THE CITY OR SUCH PERSONS BE LIABLE FOR ANY CLAIMS FOR LOST PROFIT OR PUNITIVE OR CONSEQUENTIAL DAMAGES, AND EACH PARTY WAIVES, ANY AND ALL CLAIMS FOR SUCH LOST PROFITS OR PUNITIVE OR CONSEQUENTIAL DAMAGES.

7. ENTIRE AGREEMENT. This Agreement shall be deemed to be the complete and entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, or other agreements or statements between the Parties or their representatives.

8. NON-ASSIGNMENT. The LIMITED PARTNERSHIP shall not assign this Agreement or any rights or obligations hereunder without the approval from the City Council of the CITY, and any attempted unpermitted assignment shall be null and void and without further effect.

9. AMENDMENTS. This Agreement shall not be modified except by an instrument in an express writing signed by the Parties.

10. FURTHER ASSURANCES. From time to time, at the request and expense of the requesting Party whether at or after the date of execution and delivery of this Agreement, without further consideration, the other Party shall execute and deliver such further instruments and take such other action that does not increase the burden on the other party as the requesting Party may reasonably request in order to effectuate the transactions set forth herein consistent with the terms hereof.

11. HEADINGS. All headings and captions herein are inserted for convenience only.

12. NON-WAIVER. No delay or omission or exercise of a right or remedy accruing to any Party on any breach or default by the other shall impair any such right or remedy, and the same shall not be construed to be a waiver of any such breach or default. Any waiver must be in writing and shall be effective only to the extent specifically allowed by such writing.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, which when so executed and delivered shall be deemed an original, and such counterparts shall constitute one and the same Agreement.

14. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given by i) delivery in person, (ii) a nationally recognized next day courier service, iii) registered or certified mail, or (iv) facsimile. Notices shall be effective (a) upon receipt by the party to which notice is give or (b) on the fifth day following mailing, whichever occurs first.

All notices shall be provided:

If to the CITY:

CITY of Bakersfield
Office of the CITY Attorney
CITY Hall North
1600 Truxfun Avenue, 4th Floor
Bakersfield, California 93301
Attention: CITY Attorney
Telephone: (661) 326-3721

If to the LIMITED PARTNERSHIP:

Bakersfield Brentwood LP
5251 Ericson Way, Suite A
Arcata, CA 95521
Attention: Daniel J Johnson
Telephone: 707-822-9000

IN WITNESS WHEREOF, this Indemnification Agreement has been executed and delivered by the Parties as of the date first written above.

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN GOH

Mayor

"LIMITED PARTNERSHIP"

BAKERSFIELD BRENTWOOD LP

By: _____

DANIEL J. JOHNSON

Administrative General Partner

APPROVED AS TO FORM:

VIRGINIA GENNARO

City Attorney

By: _____

JOSHUA H. RUDNICK

Deputy City Attorney

APPROVED AS TO CONTENT:

DEVELOPMENT SERVICES DEPARTMENT

By: _____

CHRISTOPHER BOYLE

Development Services Director

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN

Finance Director

JHR/vlg